

- 1 1. Defendant is not an infant or incompetent person, or in the military service or otherwise
2 exempted under the Soldier's and Sailor's Civil Relief Act of 1940;
- 3 2. Defendant has not appeared in the action;
- 4 3. This Notice and Motion for Default Judgment, along with all supporting papers is being
5 served on Defendant on July 2, 2008, by placing true and correct copies thereof in sealed
6 envelopes addressed to Defendant at the same address where service of process was
7 completed.
- 8 4. Plaintiff elects statutory damages under the Lanham Act.
- 9 5. Plaintiff is entitled to judgment against Defendant based on violation of 15 U.S.C. §§ 1051
10 *et seq.*
- 11 6. The principal amount of the judgment sought as against Defendant is statutory damages in
12 the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00), as set forth in the
13 accompanying Memorandum of Points and Authorities, supporting declarations and
14 exhibits, and as authorized by 15 U.S.C. §§ 1116-1117. Plaintiff also seeks post-judgment
15 interest calculated at the statutory rate pursuant to 28 U.S.C. § 1961(a), and entry of a
16 permanent injunction prohibiting Defendant from further infringing any of Plaintiff's
17 trademarks or copyrights.
- 18 7. This motion is based on this Notice of Motion, Motion for Entry of Default Judgment and
19 accompanying Memorandum of Points and Authorities, the Declarations, and exhibits
20 attached thereto, the exhibits and evidence to be presented at the hearing hereon, the
21 pleadings, records and papers on file herein and such other matters and evidence as may be
22 presented at or before the hearing.

23 DATED: July 2, 2008

J. Andrew Coombs, A Professional Corp.

24 By: /s/ Annie S. Wang
25 J. Andrew Coombs
26 Annie S. Wang
27 Attorneys for Plaintiff Adobe Systems Incorporated
28

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INTRODUCTION AND STATEMENT OF FACTS

Defendant Brandon Roberts (“Defendant”) is involved in the manufacture, import, distribution and sale of illegitimate goods, including, but not limited to, computer software, infringing the copyrights and trademarks of Plaintiff Adobe Systems Incorporated (“Adobe” or “Plaintiff”). In flagrant disregard for the procedures of this Court, Defendant has failed to appear in response to valid and effective service of process upon him.

Defendant’s default has deprived Plaintiff of the ability to prove up a specific amount of actual damages. Accordingly, Plaintiff relies on the statutory damages provisions contained in the Lanham Act for trademark counterfeiting. Although Defendant’s conduct is such as to warrant imposition of damages for willful counterfeiting (of up to \$1,000,000 per trademark counterfeited), Plaintiff limits its request to \$50,000.00 for each of just five trademarks which it has attached additional evidence of infringement, Declaration of Christopher D. Johnson (“Johnson Decl.”) at ¶¶ 3-8; Declaration of Chris Stickle (“Stickle Decl.”) at ¶ 4.

Now, Plaintiff seeks judgment, including an award of statutory damages in the amount of \$250,000.00 pursuant to Section 1117(c) of the Lanham Act, post-judgment interest, and entry of a permanent injunction prohibiting Defendant and his representatives from further infringement of Plaintiff’s copyrights and trademarks.

A. Plaintiff Adobe Systems Incorporated

Adobe is a corporation duly organized and existing under the laws of the State of Delaware, having its principal place of business in San Jose, California.¹ Complaint (“Compl.”) at ¶ 7. Adobe is a global leader in developing and distributing innovative computer software. *Id.* at ¶ 2. Its products and services offer developers and enterprises tools for creating, managing, delivering and engaging with compelling content across multiple operating systems, devices and media. *Id.* The software industry is competitive, and Adobe undertakes great expense and risk in conceiving, developing, testing, manufacturing, marketing, and delivering its software products to consumers. *Id.* Software piracy, including piracy on eBay, undermines Adobe’s investment and creativity, and misleads and confuses consumers. *Id.*

The Adobe Software is copyrightable subject matter, and Adobe owns exclusive rights under the Copyright Act to reproduce and distribute to the public copies of the Adobe Software in

¹ As a result of Defendant’s default, the allegations of the Complaint are deemed admitted. *TeleVideo Systems, Inc. v. Heidenthal*, 826 F.2d 915, 917 (9th Cir. 1987) (factual allegations of the Complaint, except those relating to the amount of damages are taken as true). *See also* the supporting declarations of Christopher D. Johnson and Chris Stickle.

the United States including but not limited to such titles as *Adobe Acrobat*, *Creative Suite*, *Dreamweaver*, *Flash*, *Illustrator*, *PageMaker*, *Photoshop*, and *Shockwave*. Id. at ¶ 8. A non-exhaustive list of Adobe's copyright registrations is attached to the Complaint as Exhibit A ("Adobe's Copyrights").

Products manufactured and sold by Adobe also bear Adobe's trademarks, including without limitation, the ADOBE, ACROBAT, CREATIVE SUITE, DREAMWEAVER, FLASH, ILLUSTRATOR, MACROMEDIA, PAGEMAKER, PHOTOSHOP, POSTSCRIPT, READER and SHOCKWAVE trademarks (collectively "Adobe's Trademarks"). Compl. at ¶ 9. Adobe uses Adobe's Trademarks on computer software as indicia of Adobe's high quality products. Id. Each year Adobe expends significant resources to develop and maintain the considerable goodwill it enjoys in Adobe's Trademarks and in its reputation for high quality. Id.

All products described in the Complaint are sold with one or more of the Adobe Trademarks which are all valid, extant and in full force and effect. Adobe's Trademarks are exclusively owned by Adobe. Id. Adobe is the successor-in-interest to and exclusive owner in the United States of all copyrights, trademarks, trade dress and other proprietary in and to Adobe's Software including the following:

Trademark	Registration Number	Date of Registration
A	3032288	12/20/2005
A	2081343	07/22/1997
A	1998710	07/23/1996
A ADOBE	1901149	06/20/1995
ADOBE	3029061	12/13/2005
ADOBE	1988712	07/23/1996
ADOBE	1956216	02/13/1996
ADOBE	1475793	02/09/1988
ADOBE	1486895	05/03/1988
ADOBE PHOTOSHOP	1651380	07/23/1991
CREATIVE SUITE	3111341	07/04/2006
PHOTOSHOP	2920764	01/25/2005
PHOTOSHOP	1850242	08/16/1994

1 Adobe's Trademarks are incontestable as Adobe, or its predecessors in interest, has
2 continuously used each of Adobe's Trademarks from the registration date, or earlier, until the
3 present and at all times relevant to the claims alleged in this Complaint. *Id.* at ¶ 10. As a result of
4 advertising and sales, together with longstanding consumer acceptance, Adobe's Trademarks
5 identify Adobe's products and authorized commercial distribution of these products. *Id.* at ¶ 11.
6 Adobe's Trademarks have each acquired secondary meaning in the minds of consumers
7 throughout the United States and the world. *Id.* Adobe's Copyrights and Adobe's Trademarks are
collectively referred to herein as the "Adobe Properties".

8 **B. Defendant's Infringing Activities**

9 Defendant Brandon Roberts is an individual residing in Canyon Lake, Texas. Compl. at ¶
10 12. Defendant sold counterfeit copies of Adobe Software ("Unauthorized Software Product"). *Id.*
11 at ¶ 16; Stickle Decl. at ¶ 4. Defendant through his online identities, does business in California
12 through sales and distribution of the Unauthorized Software Product in the State of California.
Compl. at ¶ 12.

13 Adobe has not licensed Defendant to distribute its software, period. *Id.* at ¶ 15. Instead,
14 Defendant uses images confusingly similar or identical to Adobe's Trademarks, to confuse
15 consumers and aid in the promotion of their unauthorized products. *Id.* at ¶ 16. Defendant's use of
16 Adobe's Trademarks includes importing, advertising, displaying, distributing, selling and/or
17 offering to sell unauthorized copies of the Adobe Software. *Id.* Defendant's use began long after
18 Adobe's adoption and use of Adobe's Trademarks, and after Adobe obtained its copyright and
19 trademark registrations. *Id.* Neither Adobe nor any of its authorized agents have consented to
Defendant's use of the Adobe Trademarks. *Id.*

20 Defendant's actions have confused and deceived the consuming public concerning the
21 source and sponsorship of the unauthorized copies of the Adobe Software offered, sold and
22 distributed by Defendant. Compl. at ¶ 18. By his wrongful conduct, Defendant has traded upon
23 and diminished Adobe's goodwill. *Id.* Unless enjoined by this Court, Defendant will continue
24 such unauthorized uses. *Id.* at ¶¶ 22, 28.

25 **C. This Action**

26 Plaintiff filed its Complaint on or about February 13, 2008. Plaintiff's Complaint alleges
27 violation of 17 U.S.C. § 101, *et seq.* (copyright infringement) and violation of 15 U.S.C. § 1051, *et*
28 *seq.* (trademark infringement).

Defendant was served with Summons and Complaint on or about February 23, 2008. Declaration of Annie S. Wang ("Wang Decl.") at ¶ 2. The Clerk entered Defendant's on May 21, 2008. Id. at ¶ 5. Despite Plaintiff's follow up efforts, Defendant has not filed a responsive pleading or otherwise appeared in this action. Id. at ¶¶ 3-4.

ARGUMENT

A. Default Judgment Is Properly Entered Against Defendant

In Eitel v. McCool, 782 F.2d 1470 (9th Cir. 1986), the Ninth Circuit outlined the following factors to determine whether to grant default judgment:

- (1) the substantive merits of plaintiff's complaint;
- (2) the complaint's sufficiency;
- (3) the amount of money at stake;
- (4) the possibility of prejudice to plaintiff if relief is denied;
- (5) the possibility of dispute as to any material facts;
- (6) whether default resulted from excusable neglect; and
- (7) the policy of the Federal Rules favoring decisions on the merits.

Id. at 1470-72.

Plaintiff meets each element.

1. Plaintiff's Complaint Sufficiently Charges Defendant with Trademark Counterfeiting

The first two Eitel factors, involving the substantive merits of the claim and the sufficiency of the complaint, require that Plaintiff's allegations "state a claim upon which [it] may recover." Kloepping v. Fireman's Fund, 1996 U.S. Dist. LEXIS 1786 at *5 (N.D. Cal. 1996), *citing* Danning v. Lavine, 572 F.2d 1386, 1388 (9th Cir. 1978). Upon a defendant's default, the factual allegations of the complaint, other than those relating to the amount of damages sustained, are deemed admitted. Fed. R. Civ. P. 8(b)(6); Geddes v. United Financial Group, 559 F.2d 557, 560 (9th Cir. 1977); Nishimatsu Construction Co., Ltd. v. Houston Nat'l Bank, 515 F.2d 1200, 1206 (5th Cir. 1975).

1 The complaint sufficiently pleads Plaintiff's claim for trademark counterfeiting pursuant to
 2 15 U.S.C. §§ 1051, *et seq.* Plaintiff owns registered trademarks and the Defendant distributed
 3 software bearing identical copies of its trademarks, all without Plaintiff's authorization. Compl. at
 4 ¶¶ 24-29; Johnson Decl. at ¶¶ 3-8, Ex.s A-F; Stickle Decl. at ¶ 4. Defendant did so intentionally
 5 and his product was likely to cause confusion or mistake to the public regarding the affiliation,
 6 sponsorship, endorsement or approval of the unauthorized product. Compl. at ¶¶ 25-26. These
 7 allegations state claims for trademark counterfeiting upon which Plaintiff may recover.

8 To succeed on a claim under the Lanham Act, a plaintiff must establish that its mark is
 9 valid and has been infringed. 15 U.S.C. § 1114. Registration of a mark on the principal register is
 10 "prima facie evidence... of the registrant's ownership of the mark, and of the registrant's exclusive
 11 right to use the registered mark in commerce..." 15 U.S.C. § 1115(a); Vigil v. Walt Disney Co.,
 12 1995 U.S. Dist. LEXIS 15560, at *5 (N.D. Cal. Oct. 16, 1995); Levi Strauss & Co. v. Blue Bell,
 13 Inc., 778 F.2d 1352, 1354 (9th Cir. 1985) (registration by the trademark holder constitutes *prima*
 14 *facie* evidence of a protected interest with respect to the good specified in the registration).
 15 Relevant registrations and their present validity and effectiveness are alleged in the Complaint and
 16 herein. Compl. at ¶¶ 9-11; Stickle Decl. at ¶ 3, Ex. G; Wang Decl. at ¶ 8.

17 The test for infringement of a federally registered trademark under the Trademark Act of
 18 1946 ("Lanham Act") is whether the alleged infringing act creates a likelihood of confusion. Two
 19 Pesos, Inc. v. Taco Cabana, Inc., 505 U.S. 763, 769 (1992); Academy of Motion Picture Arts &
 20 Sciences v. Creative House Promotions, Inc., 944 F.2d 1446, 1454-55 (9th Cir. 1991). In
 21 determining likelihood of confusion, the Ninth Circuit has adopted the Sleekcraft test, balancing
 22 the following factors: (1) strength of the mark; (2) proximity of the goods; (3) similarity of the
 23 marks; (4) evidence of actual confusion; (5) marketing channels used; (6) type of goods and degree
 24 of care consumers are likely to exercise in purchasing them; (7) intent of the defendant in selecting
 25 the mark; and (8) likelihood that the parties will expand their product lines. AMF, Inc. v.
 26 Sleekcraft Boats, 599 F.2d 341, 348-54 (9th Cir. 1979). In addition, when the alleged infringer
 27 knowingly adopts a mark similar to another's, some courts presume that the public will be
 28

1 deceived. M2 Software, Inc. v. Madacy Entm't, 421 F.3d 1073, 1085 (9th Cir. 2005). These
2 factors all demonstrate Defendant's infringement of Plaintiff's trademarks:

3 1. Strength of the Trademark: Plaintiff's trademarks are exceptionally strong as they
4 identify Plaintiff's high quality products such that they have acquired secondary and distinctive
5 meaning in the minds of consumers throughout the world as a direct result of Plaintiff's
6 longstanding use, sales, advertising and marketing. Compl. at ¶¶ 9-11.

7 2. Proximity of goods: The likelihood of confusion is heightened where as here, the
8 goods at issue are "related or complementary." M2 Software, Inc., 421 F.3d at 1082. Plaintiff has
9 alleged that it lawfully advertises and sells products, including computer software and related
10 merchandise, and that Defendant has, with actual and constructive notice of Plaintiff's federal
11 registration rights, and long after Plaintiff established its rights in the Plaintiff Trademarks,
12 adopted and used the Plaintiff Trademarks in conjunction with the manufacture, purchase,
13 distribution, offer of sale and sale of computer software in the State of California and in interstate
14 commerce. Compl. at ¶¶ 1-30. Defendant's products include computer software – a class of goods
15 for which Plaintiff has numerous trademark registrations.

16 3. Similarity of the Marks: Defendant has sought to capitalize on Plaintiff's strong
17 marks by copying them with no variation from their authorized versions with the intent to palm off
18 such goods as those of Plaintiff. Defendant has caused to be imported, distributed, offered for sale
19 and sold computer software bearing one or more of Adobe's Trademarks without authorization.
20 Compl. at ¶¶ 15, 25.

21 4. Evidence of Actual Confusion: Purchases made by third-parties of Defendant's
22 unauthorized, counterfeit product evidences actual confusion as to their source and origin.
23 Johnson Decl. at ¶¶ 3-8.

24 5. Marketing Channels Used: Defendant used the Internet to sell his infringing goods
25 as "fux39." Compl. at ¶ 12. Plaintiff uses the Internet as a channel through which to market
26 legitimate product – through company owned sites such as adobe.com and third party retailers, a
27 matter of which the Court can, if necessary, take judicial notice. Plaintiff also has an online
28

commercial presence, resulting in significant overlap in advertising markets, which increases the likelihood of confusion. M2 Software, Inc., 421 F.3d at 1083.

6. Type of Goods and Care Likely to be Exercised by the Purchaser: Defendant has duplicated Plaintiff's products so that consumers, especially those shopping online, cannot differentiate between illegal and legitimate products at the point of purchase and tend to believe that Defendant's computer software and related merchandise are authorized, sponsored, approved or associated with Plaintiff. Compl. at ¶ 25. Modern consumers, who are aware of the sensitivity of quality computer software look to Plaintiff's marks for assurance of Plaintiff's developed and maintained goodwill and reputation for high quality products. Id. at ¶ 9.

7. Defendant's Intent in Selecting the Mark: Defendant's intention to confuse the public is self-evident. When a person knowingly adopts a mark identical to another's mark, the Court may infer that person's intent to confuse. M2 Software, 421 F.3d at 1085 (willful use creates a presumption of public deception).

8. Likelihood of Expansion of Product Lines: Plaintiff is already using its trademarks in the class of goods and services exploited by Defendant. Furthermore, Defendant's intention to expand its product line is irrelevant as Defendant is operating an illegitimate business practice whose existing product line consists of counterfeit goods.

Thus, Plaintiff is a valid trademark holder and has sufficiently alleged in its pleadings a likelihood of confusion under the Sleekcraft factors for its trademark infringement claim.

2. All of the Other Eitel Factors Have Been Met

a. Amount at Stake: Under the third Eitel factor, the Court must consider the amount of money at stake. Eitel, 782 F.2d at 1471-72. In the Complaint, Plaintiff prays for injunctive relief, statutory damages of up to One Million Dollars (\$1,000,000) for each trademark infringed upon by the Defendant if Defendant's acts are found to be willful, and attorneys' fees. Compl. pp.6-8; Prayer. By this motion, Plaintiff seeks permanent injunctive relief, \$250,000.00 in statutory damages as provided for in 15 U.S.C. § 1117 (c), and post-judgment interest.

b. Possibility of Prejudice: The fourth Eitel factor considers whether Plaintiff will

1 suffer prejudice if default judgment is not entered. Eitel, 782 F.2d at 1471-72. In light of the fact
2 that Defendant declined to appear in response to proper service and his default was entered thereby
3 admitting the averments of the Complaint, Plaintiff will likely suffer prejudice if default judgment
4 is not entered because Plaintiff will be without further options of recourse against Defendant.

5 c. Possibility of Dispute: The fifth Eitel factor requires the Court to consider the
6 possibility of dispute as to any material facts in the case. Again, upon entry of default, all well-
7 pleaded facts in the complaint are taken as true except those relating to damages. *See TeleVideo*
8 *Systems, Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987); Fed. R. Civ. P. 8(b)(6). Here,
9 Plaintiff filed a well-pled Complaint alleging the facts necessary to establish all of its claims. As
10 Plaintiff's factual allegations are presumed true, no genuine dispute exists as to any material facts.

11 d. Possibility of Excusable Neglect: Under the sixth Eitel factor, the Court considers
12 the possibility that Defendant's default resulted from excusable neglect. Due process requires that
13 interested parties be given notice of the pendency of the action and be afforded an opportunity to
14 present its objections before a final judgment is rendered. Mullane v. Central Hanover Trust Co.,
15 339 U.S. 306, 314 (1950). Defendant was served the Summons and Complaint but defaulted.
16 Wang Decl. at ¶¶ 2, 5. Defendant had ample time to try to resolve this matter, but elected not to
17 appear. Id. at ¶¶ 3-4. Defendant's voluntary decision to allow default to be entered contradicts
18 any argument for excusable neglect.

19 The facts of this case are dissimilar from those in Eitel, in which the defendant's failure to
20 answer constituted excusable neglect because the defendant believed the litigation was over, due to
21 a final settlement agreement that subsequently dissolved. The defendant in Eitel, soon thereafter,
22 filed an answer and counterclaim, even though it was beyond the 20-day period. Eitel, 782 F.2d at
23 1472. The Defendant in the present case has failed to act despite all opportunity to do so, with full
24 knowledge that a lawsuit was filed against him and that it was his responsibility to respond.

25 e. Policy for Deciding on the Merits: The seventh Eitel factor takes into account the
26 preference of the Federal Rules for deciding cases on the merits. Eitel, 728 F.2d at 1472.
27 However, "this preference, standing alone, is not dispositive." Kloepping v. Fireman's Fund,
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supra, 1996 U.S. Dist. LEXIS 1786 at *10. “While the Federal Rules favor decisions on the merits, they also allow for the termination of cases before the court can reach the merits....[t]hus, the preference to decide cases on the merits does not preclude a court from granting “default judgment.” Id. Under Fed. R. Civ. P. 55 (a), default judgments are allowed. Here, Defendant failed to answer Plaintiff’s Complaint or to otherwise appear in the action. Allowing Defendant, who failed to defend this action, to proceed to trial would greatly prejudice Plaintiff. Judgment against Defendant is proper at this time.

B. Plaintiff Has Met The Procedural Requirements for Entry of a Default Judgment

Fed. R. Civ. P. 55(b) provides for a court-ordered default judgment following entry of default by the court clerk under Rule 55(a). Kloepping v. Fireman’s Fund, supra, 1996 U.S. Dist. LEXIS 1786 at *3-4. Applications for default judgment generally require the moving party state: (1) when and against which party default was entered; (2) the identification of the pleading to which default was entered; (3) whether the defaulting party is an infant or incompetent person, and if so, whether that person is adequately represented; (4) that the Soldiers’ and Sailors’ Civil Relief Act of 1940 does not apply; and (5) that notice of the application has been served on the defaulting party, if required. All of these requirements have been met, as set forth in Plaintiff’s Notice of Motion for Default Judgment.

Plaintiff has complied with Fed. R. Civ. P. 54(c) and 55(a). In the pending action, Plaintiff served Defendant on or about February 12, 2008, and the Clerk entered Defendant’s default on or about March 31, 2008. Further, Defendant is not an infant, incompetent person, in the military, or otherwise exempt under the Soldiers’ and Sailors’ Civil Relief Act of 1940. Plaintiff does not request relief that differs from or exceeds that prayed for in the Complaint.

C. Plaintiff Is Entitled to a Permanent Injunction

Plaintiff has alleged in its Complaint, and has presented specific evidence, that Defendant has infringed its copyrights and trademarks by, *inter alia*, willfully and knowingly manufacturing, distributing, offering for sale and/or selling unauthorized product featuring the Adobe Properties.

The Complaint further alleges that unless enjoined, said infringements will continue with irreparable harm and damage to Plaintiff. Compl. at ¶¶ 22, 28.

D. Plaintiff Is Entitled to Statutory Damages of \$250,000.00 Based on Defendant's Willful Infringement of Its Trademarks

Section 1117 of the Lanham Act allows a plaintiff to elect either statutory damages or actual damages for trademark infringement. 15 U.S.C. § 1117. Plaintiff elects statutory damages. Since Defendant acted willfully, Plaintiff is entitled to increased statutory damages awards of up to One Million Dollars per counterfeit mark per type of goods or services sold, offered for sale, or distributed. 17 U.S.C. § 1117(c)(2). Thus, Plaintiff is seeking a reasonable award under the Lanham Act of Two Hundred Fifty Thousand Dollars (\$250,000.00) for the willful infringement of its trademarks by Defendant.

1. Defendant's Conduct Was Willful

Defendant has elected not to defend this case and dispute any of Plaintiff's allegations in the Complaint. Thus, in light of Defendant's default, his willfulness as pled in the Complaint is admitted.

Willful infringement carries a connotation of deliberate intent to deceive. Courts generally apply forceful labels such as "deliberate," "false," "misleading," or "fraudulent" to conduct that meets this standard. Lindy Pen Co. v. Bic Pen Co., 982 F.2d 1400, 1406 (9th Cir. 1993). Here, Plaintiff has alleged in its Complaint, Defendant's willfulness. Compl. at ¶¶ 1, 4, 20, 26. Additionally, Defendant's eBay Feedback indicates that some of his customers of Adobe branded software described the product as "FAKE Adobe Software" and having "Fake" serial numbers. Johnson Decl. at ¶ 8 Ex. F.

2. Defendant Willfully Infringed Upon Adobe's Trademarks

Adobe's ownership of Adobe's Trademarks cannot be disputed. Id. at ¶¶ 9-11; Stickle Decl. at ¶ 3, Ex. G; Wang Decl. at ¶ 8. In any event, Adobe's ownership of these trademarks is uncontested as a result of Defendant's default. Adobe's Trademarks were duplicated in the Defendant's counterfeit merchandise. Compl. at ¶ 16; Johnson Decl. at ¶¶ 3-8; Stickle Decl. at ¶ 5.

This evidence indicates Defendant's infringement of Adobe's Trademarks by systematically selling unauthorized product incorporating Adobe's Trademarks. Further, Plaintiff is seeking to recover from only a partial trademark list from that alleged in the Complaint and from those appearing on Defendant's counterfeit merchandise and has elected not to pursue statutory damages under the Copyright Act despite ability to do so. Thus, Plaintiff is entitled to the reasonable award requested.

3. Plaintiff Is Entitled to \$50,000.00 for Each of Five Trademarks Based on Defendant's Willful Counterfeiting of Its Trademarks

Plaintiff seeks Fifty Thousand Dollars (\$50,000.00) per trademark for a total of Two Hundred Fifty Thousand Dollars (\$250,000.00) for Defendant's infringement despite there existing cause for recovery based on more trademarks and other copyrights.² This is well within the statutory limits provided for pursuant to the Lanham Act and within the limits applicable to acts of innocent infringement. This amount is properly awarded given (i) Defendant's willful conduct; and (ii) Defendant's blithe disregard for the process of this Court.

Section 1117(c) provides, in pertinent part:

In a case involving the use of a counterfeit mark (as defined in section 1116(d) of title 15) in connection with the sale, or distribution of goods or services, the plaintiff may elect, at any time before final judgment is rendered by the trial court, to recover, instead of actual damages and profits under subsection (a) of this section, an award of statutory damages for any such use in connection with the sale, or distribution of goods or services in the amount of-

(1) not less than \$500 or more than \$100,000 per counterfeit mark per type of goods or services sold, offered for sale, or distributed, as the court considers just; or

² Despite Defendant's lack of response to Plaintiff's enforcement of its rights and all allegations in the Complaint deemed true based on Defendant's default, Complaint lists a number of valid trademarks and even more copyright registrations, while here, Plaintiff is seeking recovery based on only five of the trademarks, further evidencing the reasonableness of Plaintiff's statutory damages request.

(2) if the court finds that the use of the counterfeit mark was willful, not more than \$1,000,000 per counterfeit mark per type of goods or services sold, offered for sale, or distributed, as the court considers just.

15 U.S.C. § 1117(c)(1)-(2).

In determining such an award, the Plaintiff must establish that:

- (1) Defendant intentionally used a counterfeit mark³ in commerce- defining “counterfeit mark” as, an identical, non-genuine mark, in use by Plaintiff and registered in the same class of goods complained of without Plaintiff’s prior authorization;
- (2) Knowing the mark was counterfeit;
- (3) In connection with the sale, offering for sale, or distribution of goods; and
- (4) Its use was likely to confuse or deceive.

State of Idaho Potato Commission v. G &T Terminal Packaging, Inc., 425 F.3d 708, 721 (9th Cir. 2005).

As complained of in the Complaint, Defendant’s use constituted counterfeiting as he used identical, non-genuine marks, of marks already in use and registered in the proper class of goods by Plaintiff, on goods that were likely to cause confusion or deception to the consuming public with knowledge. Compl. ¶¶ 1, 3, 14-18, 25-29.

If this Court were to award Plaintiff only minimal damages, then Defendant in this action, as well as future defendants, would be encouraged to ignore any legal actions taken by Plaintiff against them. The granting of the requested statutory damage award at this time will act to deter Defendant (and others) from violating Plaintiff’s trademarks and otherwise violating Plaintiff’s rights with relative impunity.

Defendant has chosen to permit the entry of his default. Because of Defendant’s default, Plaintiff has been left with no effective choice but to seek an award of statutory damages. Based

³ Section 15 U.S.C. 1117 (c) refers to the definition in 15 U.S.C. § 1116 (d)(1)(B) as one that “is registered on the principal register in the United States Patent and Trademark Office for such foods or services sold, offered for sale, or distributed and that is in use, whether or not the person against whom relief is sought knew such mark was so registered.”

1 upon a portion of Defendant's systematic, willful and felonious acts, Plaintiff is entitled to an
2 award of statutory damages of Two Hundred Fifty Thousand Dollars (\$250,000.00) against
3 Defendant.

4 **E. Plaintiff Is Entitled to Interest on the Judgment**

5 Plaintiff is entitled to post-judgment interest. "Interest shall be allowed on any money
6 judgment in a civil case recovered in a district court." 28 U.S.C. § 1961(a). Post-judgment
7 interest shall be calculated pursuant to the statutory rate based upon date of entry of the judgment.
8 Id.; Carte Blanche (Singapore) Pte. v. Carte Blanche International, 888 F.2d 260, 269 (2d Cir.
9 1989).

10 **CONCLUSION**

11 For the foregoing reasons, Plaintiff respectfully requests that it be awarded permanent
12 injunctive relief enjoining Defendant from further violation of its rights. In addition, Plaintiff
13 requests Judgment in its favor in the amount of Two Hundred Fifty Thousand Dollars
14 (\$250,000.00) in Lanham Act statutory damages and post judgment interest.
15

16 DATED: July 2, 2008

J. Andrew Coombs, A Professional Corp.

17 By: /s/ Annie S. Wang
18 J. Andrew Coombs
19 Annie S. Wang
Attorneys for Plaintiff Adobe Systems Incorporated

DECLARATION OF CHRISTOPHER D. JOHNSON

I, CHRISTOPHER D. JOHNSON, declare as follows:

1. I am an attorney duly admitted to practice before the courts of the Central District of California. I am the owner and principal of Effective Piracy Enforcement, Inc. ("EPE"). Except as otherwise stated, I have personal knowledge of the facts set forth herein and, if called as a witness, I would testify as follows.

2. I served as an Assistant United States Attorney in the Central District of California for fourteen (14) years, including the Computer Crimes and Intellectual Property Enforcement Unit. During my employment as an AUSA, a significant portion of my time was spent prosecuting defendants charged with criminal violations of the Copyright Act. I was also employed as Vice-President for Anti-Piracy by The Walt Disney Company.

3. On or about November 18, 2007, I reviewed some auctions posted by an eBay user identified under the ID "fux39." On or about that same date, I engaged in a transaction with "fux39" for a copy of Adobe Photoshop CS3, which was advertised as "Adobe Photoshop CS3 * NEW * Full Version Factory Sealed." A true and correct copy of the eBay listing for "Adobe Photoshop CS3 * NEW * Full Version Factory Sealed" is attached hereto as Exhibit A.

4. I placed the winning bid of \$339.49 for "Adobe Photoshop CS3 * NEW * Full Version Factory Sealed" including shipping, and payment through PayPal was sent to eBay seller "fux39," identified by eBay and/or PayPal as "Brandon Roberts" with an email address of "fux39@mail.com." True and correct redacted copies of the printouts confirming my successful bid and payment for "Adobe Photoshop CS3 * NEW * Full Version Factory Sealed" are attached hereto as Exhibit B.

5. On or about December 4, 2008, I received a package pursuant to the "Adobe Photoshop CS3 * NEW * Full Version Factory Sealed" order. The return address on the package was "Brandon Roberts, 633 Ramblewood Dr., Canyon Lake, TX 78133." A true and correct copy of the packing label on the package is attached hereto as Exhibit C.

6. The package contained one disc labeled "ADOBE PHOTOSHOP CS3" and another labeled "ADOBE CREATIVE SUITE 3". The packaging of the discs reflected a number of Adobe trademarks as well. True and correct copies of pictures of the discs and their packaging I received from "Brandon Roberts" are attached hereto as Exhibit D. The discs and their packaging were then forwarded to Adobe Systems Incorporated.

DECLARATION OF CHRIS STICKLE

I, Chris Stickle, declare as follows:

1. I am employed by Adobe Systems incorporated (“Adobe”) as its Enforcement Manager, Anti-Piracy. I have been employed by Adobe since 2005 and have had various responsibilities with respect to Adobe’s intellectual properties since that time including those relating to the protection of Adobe’s extensive portfolio of copyrights and trademarks. I submit this Declaration in support of Adobe’s Motion for Entry of Default Judgment in the matter captioned Adobe Systems Incorporated, et al. v. Roberts, et al. Except as otherwise stated herein or as the context may otherwise indicate, I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would competently testify under oath as follows.

2. Significant aspects of Adobe’s business include the merchandising and licensing of computer software products. Adobe’s cutting edge products include without limitation, Adobe Photoshop CS3, Adobe Photoshop CS2 and Adobe Creative Suite 3 (“Adobe’s Software”). Through the expenditure of significant effort and substantial amounts in advertising, Adobe has developed and promoted the use of Adobe’s Software to deliver superior programs to its customers, trusted by millions of people worldwide.

3. Adobe is the successor-in-interest to and exclusive owner in the United States of all copyrights, trademarks, trade dress and other proprietary in and to Adobe’s Software including the following:

Trademark	Registration Number	Date of Registration
A	3032288	12/20/2005
A	2081343	07/22/1997
A	1998710	07/23/1996
A ADOBE	1901149	06/20/1995
ADOBE	3029061	12/13/2005
ADOBE	1988712	07/23/1996
ADOBE	1956216	02/13/1996
ADOBE	1475793	02/09/1988
ADOBE	1486895	05/03/1988

ADOBE PHOTOSHOP	1651380	07/23/1991
CREATIVE SUITE	3111341	07/04/2006
PHOTOSHOP	2920764	01/25/2005
PHOTOSHOP	1850242	08/16/1994

True and correct copies of printouts showing ownership of the trademark registrations listed above, are collectively attached hereto as Exhibit G. The appearance and other features of Adobe's Software are inherently distinctive and serve to identify Adobe as the source of products bearing Adobe's trademarks and using Adobe's copyrights.

4. In connection therewith, I examined the discs and their packaging for authenticity that I am informed and believe were purchased by EPE from "fux39". True and correct illustrations of the product and packaging I reviewed are attached hereto as Exhibit D to the Declaration of Christopher D. Johnson. This product was determined to be counterfeit.

5. The counterfeit merchandise recreates various of Adobe's intellectual properties. This merchandise directly competes with similar products distributed and offered for sale by Adobe and its authorized licensees. Unauthorized merchandise which depicts Adobe's intellectual properties could mislead the consuming public into believing that they are buying authorized Adobe product which has met Adobe's rigorous standards. Adobe's reputation and goodwill is irreparably harmed as a result of sales of Defendant's inferior product.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 30 day of June, 2008, at San Francisco, California.



CHRIS STICKLE

DECLARATION OF ANNIE S. WANG

I, ANNIE S. WANG, declare as follows:

1. I am an attorney at law, duly admitted to practice before the Courts of the State of California and the United States District Court for the Northern District of California. I am an attorney for Plaintiff Adobe Systems Incorporated ("Plaintiff"), in an action styled Adobe Systems Incorporated v. Roberts, et al. I make this Declaration in support of Plaintiff's request for Default Judgment against Defendant Brandon Roberts ("Defendant"). Except as otherwise expressly stated to the contrary, I have personal knowledge of the following facts and, if called as a witness, I could and would competently testify as follows:

2. I am informed and believe, that, on or about February 23, 2008, Defendant was served with the Summons and Complaint.

3. I am informed and believe Defendant contacted my office on or about February 22, 2008. Thereafter the Parties discussed resolution of this matter for several months but no settlement was ever finalized.

4. To my knowledge, Defendant has not filed a responsive pleading, or otherwise appeared in this action.

5. I am informed and believe that on or about April 4, 2008, my office caused to be filed the proof of service for Defendant. On or about May 21, 2008, the Clerk entered Defendant's default.

6. I am informed and believe that Defendant is not an infant or incompetent person.

7. I am informed and believe that Defendant is not currently serving in the military.

8. I request, pursuant to Federal Rules of Evidence, Rule 201(b) that the Court take judicial notice of copies of proof of the Adobe registrations mentioned in the Declaration of Chris Stickle which have been attached hereto as Exhibit G.

9. I am informed and believe (and as reflected on proofs of service attached to the moving papers), that the Notice of Motion and supporting papers were served on the Defendant where service of process was effected, on July 2, 2008.

1 I declare under penalty of perjury under the laws of the United States of America that the
2 foregoing is true and correct.

3 Executed on this 2nd day of July, 2008, in Glendale, California.

4 /s/ Annie S. Wang
5 ANNIE S. WANG
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EXHIBIT A



Sign out

All Categories

Search

Advanced Search

Categories ▾ Motors Express Stores

Holiday Savings with eBay MasterCard

← Back to My eBay

Listed in category: Computers & Networking > Software > Graphics, Photo & Publishing > Digital Image Editing > Adobe

Adobe Photoshop CS3 * NEW * Full Version Factory Sealed

Item number: 160180187196

✓ This item has been paid through PayPal. Payment was sent to: fux39@mail.com on Nov-18-07.

Leave Feedback >

To let other eBay users know what your experience has been with this seller, click the Leave Feedback button

Other actions for this item:You can manage all your items in [My eBay](#) and do the following:[View Order Details](#)[View PayPal payment](#) for this item.[Contact Seller](#) about this item.**Additional Options:**To view other items from this seller, [view seller's other items](#).If this listing is similar to an item you want to sell, [list an item like this](#).You may [add this seller](#) to your Favorite Sellers in My eBay.Winning bid: **US \$326.10**Up to \$25 back w. eBay MasterCard [Details](#)Ended: **Nov-18-07 13:38:13 PST**Shipping costs: **US \$13.39**
US Postal Service Priority Mail®
Service to [United States](#)Ships to: **United States**Item location: **Canyon Lake, Texas, United States**History: [4 bids](#)Winning bidder: [fello1956](#) ([private](#))You can also: [Email to a friend](#)[View larger picture](#)Listing and payment details: [Show](#)**Meet the seller**Seller: [fux39](#) ([100](#) ★)Feedback: **100% Positive**

Member: since Sep-13-03 in United States

[See detailed feedback](#)[Ask seller a question](#)[Add to Favorite Sellers](#)[View seller's other items](#)**Buy safely****1. Check the seller's reputation**

Score: 100 | 100% Positive

[See detailed feedback](#)**2. Check how you're protected****PayPal** Up to \$2,000 in buyer protection. [See eligibility.](#)**Description****Item Specifics - Item Condition**

Condition:

New

Brand:

Adobe

Digital Imaging & Editing Type: Digital Image Editing

Platform: Windows (PC)

Adobe Photoshop CS3 Full Retail Version for Windows (New In Box)This is a full version, and not an upgrade, promo, or academic version.

Also, it includes an unregistered key (new) for you to use.

Adobe® Photoshop® CS3 software accelerates your path from imagination to imagery. Ideal for photographers, graphic designers, and web designers, the professional standard delivers new features such as automatic layer alignment and blending that enable advanced compositing. Live filters boost the comprehensive.

nondestructive editing toolset for increased flexibility.

Includes:

- Adobe PhotoShop CS3
- Adobe PhotoShop CS3 Video Workshop
- Adobe PhotoShop CS3 Manual

System Requirements

- Intel Pentium 4, Intel Centrino, Intel Xeon, or Intel Core Duo (or compatible) processor
- Microsoft Windows XP with Service Pack 2 or Windows Vista Home Premium, Business, Ultimate, or Enterprise (certified for 32-bit editions)
- 512MB of RAM
- 64MB of video RAM
- 1GB of available hard-disk space (additional free space required during installation)
- 1,024x768 monitor resolution with 16-bit video card
- DVD-ROM drive
- QuickTime 7 software required for multimedia features
- Internet or phone connection required for product activation
- Broadband Internet connection required for Adobe Stock Photos and other services

.: Payment Details

We accept **paypal** ONLY, as it is the most secure and fastest way to send and receive money.

: Return Policy

DUE TO SOFTWARE PIRACY, NO RETURNS WILL BE ACCEPTED IF THE SOFTWARE IS OPENED OR UNSEALED. ALL RETURNS MUST BE SAME ORIGINAL SEALED CONDITION. If there are any concerns please contact me.



What's your Credit Score? 720? 650? Find Out From Experian.

Shipping and handling

Ships to

EXHIBIT B

ebay sent this message to s... johnson
 Your registered name is included to show this message originated from ebay. [Learn more](#)

Congratulations, the item is yours. Please pay now!

Hi feilo1955.

Congratulations! You committed to buy the following item:



Adobe Photoshop CS3 * NEW * Full Version Factory Sealed

Sale price: \$326.10
 Quantity: 1
 Subtotal: US \$326.10
 Shipping & Handling: US Postal Service US \$13.39
 Priority Mail:
 Insurance: (not offered)
 Sales tax: (none)
[View item](#) | [Go to My eBay](#)

Get Your Item

Pay Now

0.00% financing per case
 0.00% financing per case

Details for item number: 160180187196

Item URL: <http://cm.ebay.com/cm/cv/1065-29392-2357-0?uid=199057263&site=0&ver=EOIBSA080805&lk=URL&item=160180187196>

Sale Date: Sunday, Nov 18, 2007, 13:38:13 PST

Seller: fux39 (fux39@mail.com) [Contact seller](#)

Payment details: The item is shipped after payment has been received and cleared... Good luck bidding!!!

Seller Information

Brandon Roberts
 Trinidad, CO 81082 United States

Your shipping address [Update](#)

s... johnson

Woodland Hills, CA 91364 United States

More from this seller



Adobe Photoshop CS3 * NEW * Full Version Factory Sealed
 US \$280.00



Adobe Photoshop CS3 * NEW * Full Version Factory Sealed
 US \$280.00



Adobe Photoshop CS3 * NEW * Full Version Factory Sealed
 US \$280.00



Adobe Photoshop CS3 * NEW * Full Version Factory Sealed
 US \$280.00

[View seller's other items](#)

Marketplace Safety Tip

- Pay with PayPal ~ PayPal is the fast, easy and secure way to pay on eBay.
- Protect yourself from spoof (fake) emails and Web sites. Take the [Spoof Tutorial](#) to learn about eBay Toolbar with Account Guard which warns you when you are on a known spoof site.

For more safe buying tips, please visit the Security Center
[\[http://pages.ebay.com/securitycenter/buying_safely.html\]](http://pages.ebay.com/securitycenter/buying_safely.html)

Learn how you can protect yourself from spoof (fake) emails at:
<http://pages.ebay.com/education/spooftutorial>

This eBay notice was sent to feilo1955 from eBay. Your account is registered on www.ebay.com. As outlined in our User Agreement, eBay will send you required notifications about the site and your transactions. If you would like to receive this email in text format, change your [notification preferences](#).

See our [Privacy Policy](#) and [User Agreement](#) if you have questions about eBay's communication policies.
 Privacy Policy: <http://pages.ebay.com/help/policies/privacy-policy.html>
 User Agreement: <http://pages.ebay.com/help/policies/user-agreement.html>

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 eBay is located at 1515 Hamilton Avenue, San Jose, CA 95125.



My Account

Send Money

Request Money

Merchant Services

Auction Tools

Products & Services

Transaction Details

eBay Payment Sent (ID # 7VT699186P8175218)

Total Amount: -\$339.49 USD

Date: Nov. 18, 2007

Time: 17:27:32 PST

Status: Completed

Item #	Item Title	Qty	Price	Subtotal
160180187196	Adobe Photoshop CS3 * NEW * Full Version Factory Sealed	1	\$326.10 USD	\$326.10 USD

Shipping & Handling via USPS Priority Mail (includes any seller handling fees): \$13.39 USD

Shipping Insurance : --

Total: \$339.49 USD

Shipping Address: Johnson
Woodland Hills, CA 91364
United States
Confirmed [3]

Payment To: Brandon Roberts (The recipient of this payment is **Verified**)

Seller's ID: fux39

Seller's Email: fux39@mail.com

Funding Type: Instant Transfer

Funding Source: \$339.49 USD - (Confirmed) xxxxxx

Back Up Funding Source: [XXXX-XXXX-XXXX-]

Original Transaction

Date	Type	Status	Details	Amount
Nov. 18, 2007	Payment To Brandon Roberts	Completed	...	-\$339.49 USD

Related Transaction

Date	Type	Status	Details	Amount
Nov. 18, 2007	Add Funds from a Bank Account	Completed	Details	\$339.49 USD

Need help? If you have problems with a transaction or would like assistance settling a dispute with your seller, visit the [Resolution Center](#). PayPal strongly recommends attempting to resolve this issue directly with the merchant or seller whenever possible.

Description: Adobe Photoshop CS3 * NEW * Full Version Factory Sealed

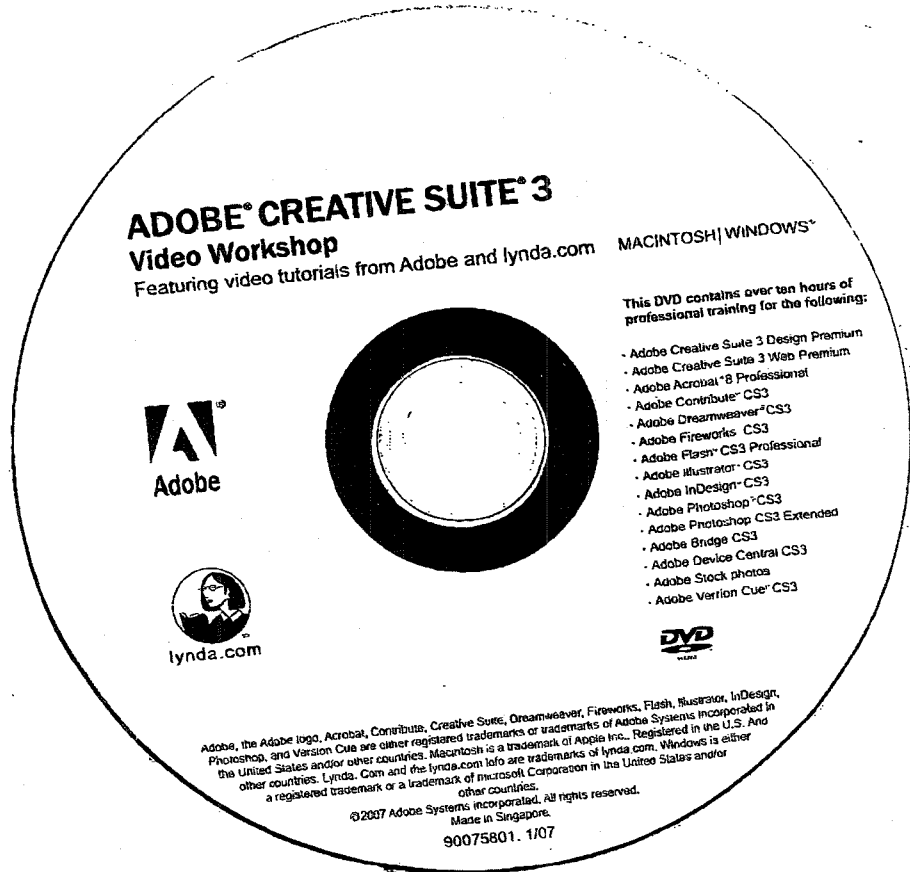
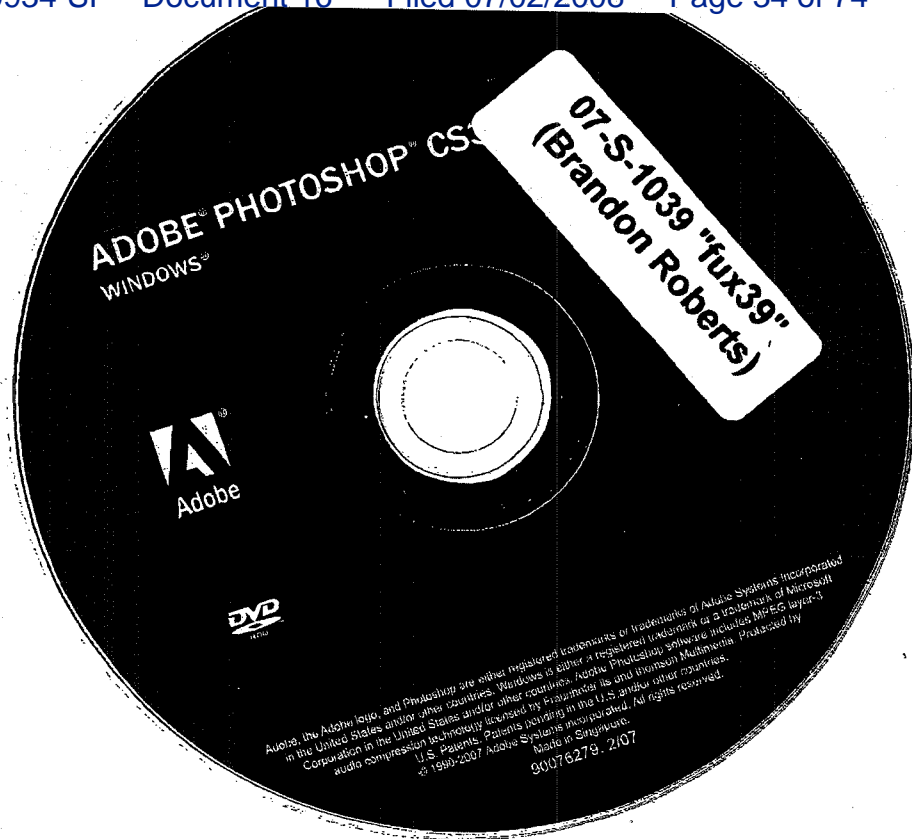
[Return to Log](#)

EXHIBIT C

275

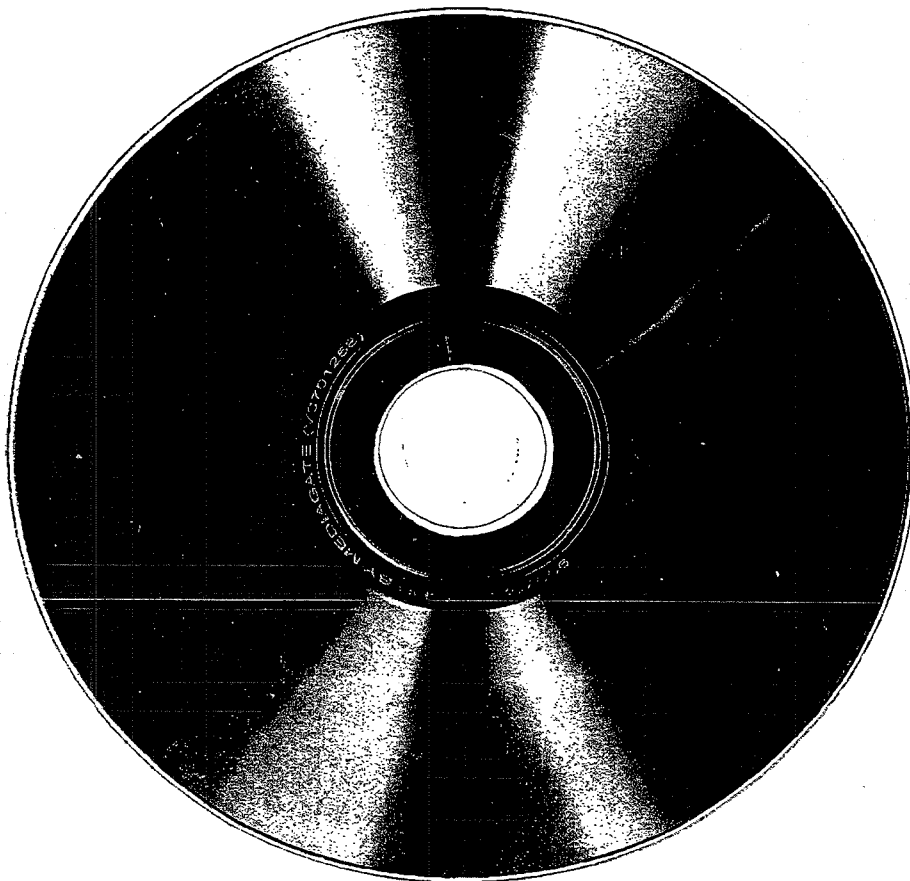
 UNITED STATES POSTAL SERVICE		a preferred shipping service on 	
P	11/26/07 From 78133 0 lbs 11 ozs Zone 6	US POSTAGE PAID Pitney Bowes NO SURCHARGE 024P0007617921	
	USPS PRIORITY MAIL®		
	Brandon Roberts 633 Ramblewood Dr. Canyon Lake TX 78133		
SHIP TO: johnson Woodland Hills CA 91364-1416		07-S-1039 "fux39" (Brandon Roberts) CDS	
eBay "fux 39" #160180187196 12/4/07			
ZIP - e/ USPS DELIVERY CONFIRMATION CDS			
			
420 91364 9101 1288 8230 0077 0670 35			
Electronic Rate Approved #128882300			

EXHIBIT D





fox 39



ADOBE® PHOTOSHOP® CS3

CREATE POWERFUL IMAGES WITH THE PROFESSIONAL STANDARD

NOVA
This is
to you
system
media
term
program
must
telegen
See us
for all

WINDOWS®

Bonus Adobe Video Workshop
training included

07-S-1039 "fux39"
(Brandon Roberts)

12/4/07
WJ

ADOBE® PHOTOSHOP® CS3

Adobe Photoshop CS3 software accelerates your path from imagination to imagery. Ideal for photographers, graphic designers, and web designers, the professional standard delivers new features such as automatic layer alignment and blending that enable advanced compositing. Live filters boost the comprehensive, nondestructive editing toolset for increased flexibility. And a streamlined interface and new timesaving tools make your work flow faster.

Also available

ADOBE® PHOTOSHOP® CS3 EXTENDED

Includes everything in Photoshop CS3 plus new features for film, video, and multimedia professionals and graphic and web designers using 3D and motion, as well as professionals in engineering and science.

Work more productively

Get more done in less time with a streamlined interface and improvements to raw-image processing and asset management workflows.

Edit with unrivaled power

Correct and enhance with a comprehensive toolset that now delivers nondestructive filters and more powerful color-correction, cloning, and healing capabilities.

Composite with breakthrough tools

Easily create rich, multi-image composites using new tools for automatically signing and blending layers and making selections more quickly.



SYSTEM REQUIREMENTS

- Intel® Pentium® 4, Intel Centrino® Intel Xeon® or Intel Core™ Duo (or compatible) processor
- Microsoft® Windows® XP with Service Pack 2 or Windows Vista™ Home Premium, Business, Ultimate, or Enterprise (certified for 32-bit editions)
- 512MB of RAM
- 64MB of video RAM
- 1GB of available hard-disk space (additional free space required during installation)
- DVD-ROM drive
- QuickTime 7 software required for multimedia features
- Internet or phone connection required for product activation
- Broadband Internet connection required for Adobe Stock Photos® and other services
- Online services, including, but not limited to, Adobe Stock Photos and Adobe® Connect™ may not be available in all countries, languages, and currencies. Availability of services is subject to provider, use of online services is governed by terms and conditions of a separate agreement and may be subject to additional fees. For details visit www.adobe.com

Adobe Systems Incorporated

345 Park Avenue, San Jose, CA 95110-2704 USA www.adobe.com

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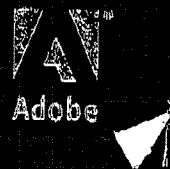
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xmp

WINDOWS

ADOBE PHOTOSHOP CS3



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This product is offered subject to our standard terms, conditions, and limitations of use, which are available at www.adobe.com/go/standardterms. The product is provided as a service and is not intended to be used for commercial purposes. See www.adobe.com/go/standardterms for details. You must activate this product by telephone or via the Internet. See www.adobe.com/go/activation for details.



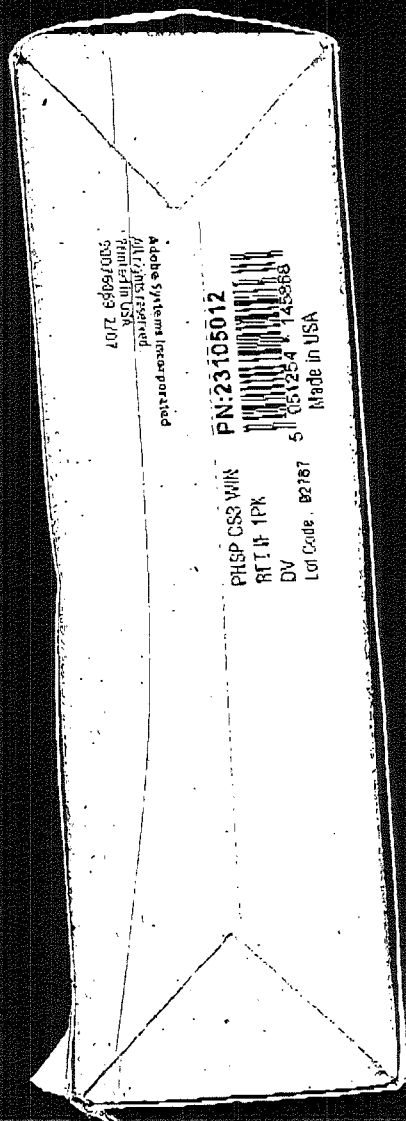


EXHIBIT E

[Categories](#)
[Motors](#)
[Express](#)
[Stores](#)

[Holiday Savings with eBay MasterCard](#)

[Back to My eBay](#)
 Listed in category: [Computers & Networking](#) > [Software](#) > [Graphics, Photo & Publishing](#) > [Digital Image Editing](#) > [Adobe](#)

Adobe Photoshop CS2 * NEW * Full Version Factory Sealed Item number: 160149911012

Bidding has ended for this item

[Sell an item like this](#) or buy a similar item below.



Winning bid: **US \$225.00**
 Up to \$25 back w. eBay MasterCard [Details](#)
 Ended: **Aug-26-07 17:18:55 PDT**
 Shipping costs: **US \$13.39**
 US Postal Service Priority Mail®
 Service to [United States](#)
[\(more services\)](#)
 Ships to: **Worldwide**
 Item location: **Canyon Lake, Texas, United States**
 History: [2 bids](#)
 Winning bidder: [fordtorino007](#) ([21](#) ☆)

You can also: [Email to a friend](#)

Listing and payment details: [Show](#)

Description (revised)

Item Specifics - Item Condition
 Condition: **New**

This auction is for a brand new never been opened Adobe Photoshop CS2 software... It still has the factory seal and is fully registerable... Windows version only... System requirements are in the pictures as well as written below... If there are any questions feel free to contact me... Good luck bidding!!!

 Part Number: 23-06306
 Made in Singapore

Contents:

- * Adobe Phototshop CS2 software
- * Adobe ImageReady software
- * Adobe Reader software
- * Adobe Bridge software

Meet the seller

Seller: [fox39](#) ([100](#) ☆)
 Feedback: **100% Positive**
 Member: since Sep-13-03 in United States
 - [See detailed feedback](#)
 - [Ask seller a question](#)
 - [Add to Favorite Sellers](#)
[View seller's other items](#)

Buy safely

1. Check the seller's reputation
 Score: 100 | 100% Positive
[See detailed feedback](#)
2. Check how you're protected
PayPal Up to **\$2,000** in buyer protection. [See eligibility.](#)

* Sample Actions

* Sample art files

* User Guide

System Requirements:

* Intel Xenon, Intel Dual, Intel Centrino, or Pentium III or 4 processor

* Microsoft Windows 200 with Service pack 4, or Windows XP with Service Pack 1 or 2

* 320MB of RAM (384MB recommended)

* 650MB of available hard-disk space

* 1,024 x 768 monitor resolution with 16-bit video card

* CD-ROM drive

* Internet or phone connection required for product activation

***THIS IS THE FULL RETAIL VERSION... FACTORY SEALED... FULLY REGISTERABLE... AND MADE FOR WINDOWS ONLY!!!



Select a picture



[What's your Credit Score? 720? 650? Find Out From Experian.](#)

Shipping and handling

Ships to

Exhibit E, Page 33

All Categories

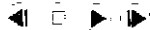
Search

Advanced Search

Categories ▾ Motors Express Stores

Holiday Savings with
eBay MasterCard[Back to My eBay](#)Listed in category: [Computers & Networking](#) > [Software](#) > [Graphics, Photo & Publishing](#) > [Digital Image Editing](#) > [Adobe](#)**Adobe Photoshop CS2 * NEW * Full Version Factory Sealed**

Item number: 160148244945

Bidding has ended for this item[Sell an item like this](#) or [buy a similar item below](#).

1 of 3

[View larger picture](#)Winning bid: **US \$250.00**eBay MasterCard - get up to \$25 back [Details](#)Ended: **Aug-22-07 12:30:00 PDT**Shipping costs: **US \$13.39**US Postal Service Priority Mail®
Service to [United States](#)
([more services](#))Ships to: **Worldwide**Item location: **Canyon Lake, Texas, United States**History: [2 bids](#)Winning bidder: [ghost230488](#) ([45](#) ☆)You can also: [Email to a friend](#)**Meet the seller**Seller: [fox39](#) ([100](#) ☆)Feedback: **100% Positive**

Member: since Sep-13-03 in United States

[See detailed feedback](#)[Ask seller a question](#)[Add to Favorite Sellers](#)[View seller's other items](#)**Buy safely****1. Check the seller's reputation**

Score: 100 | 100% Positive

[See detailed feedback](#)**2. Check how you're protected****PayPal** Up to \$2,000 in buyer protection. [See eligibility.](#)Listing and payment details: [Show](#)**Description** ([revised](#))

Item Specifics - Item Condition

Condition: **New**

This auction is for a brand new never been opened Adobe Photoshop CS2 software... It still has the factory seal and is fully registerable... Windows version only... System requirements are in the pictures as well as written below... If there are any questions feel free to contact me... Good luck bidding!!!

Part Number: 00106306
Made in Singapore**Contents:**

- * Adobe Phototshop CS2 software
- * Adobe ImageReady software
- * Adobe Reader software
- * Adobe Bridge software

* Sample Actions

* Sample art files

* User Guide

System Requirements:

* Intel Xenon, Intel Dual, Intel Centrino, or Pentium III or 4 processor

* Microsoft Windows 200 with Service pack 4, or Windows XP with Service Pack 1 or 2

* 320MB of RAM (384MB recommended)

* 650MB of available hard-disk space

* 1,024 x 768 monitor resolution with 16-bit video card

* CD-ROM drive

* Internet or phone connection required for product activation

***THIS IS THE FULL RETAIL VERSION... FACTORY SEALED... FULLY REGISTERABLE... AND MADE FOR WINDOWS ONLY!!!



Select a picture



[What's your Credit Score? 720? 650? Find Out From Experian.](#)

Shipping and handling

Ships to
Worldwide

EXHIBIT F

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All Categories

Search

[Advanced Search](#)[Categories](#) ▾ [Motors](#) [Express](#) [Stores](#)[eBay Security & Resolution Center](#)[Home](#) > [Community](#) > [Feedback Forum](#) > [Feedback Profile](#)

Feedback Profile

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From Buyer / Price

Date / Time

	As described...we love it. Adobe Photoshop CS3 * NEW * Full Version Factory Sealed (#160191953280)	pippifostoria (134 ★) US \$360.00	Mar-05-08 17:45 View Item
	Buyers beware! Fake serial number claimed brand new. only worked for two months. Adobe Photoshop CS3 * NEW * Full Version Factory Sealed (#160191953812)	mindyyoungphotography (1) US \$280.00	Feb-20-08 19:06 View Item
	Quick shipping, thanks! Photoshop CS3 * NEW * Full Version Factory Sealed (#160204550104)	mkoschmede (158 ★) US \$280.00	Feb-12-08 15:10 View Item
	A little slow on delivery and little high on shipping.,other wise great! Photoshop CS3 * NEW * Full Version Factory Sealed (#160203927254)	gary1corey2 (3) US \$280.00	Feb-09-08 15:09 View Item
	CS3 installed, but it was not factory sealed, didn't respond when I told him so Photoshop CS3 * NEW * Full Version Factory Sealed (#160201305513)	blue304 (152 ★) US \$308.00	Feb-07-08 15:07 View Item
	FAKE Adobe Software - Scratched and fingerprinted CD ROMS unreadable Photoshop CS3 * NEW * Full Version Factory Sealed (#160200289266)	www_casshew_com (293 ★) US \$330.00	Feb-07-08 10:17 View Item
	Product arrived as described. Very satisfied. Photoshop CS3 * NEW * Full Version Factory Sealed (#160200611812)	fidyareus (52 ★) US \$305.00	Feb-05-08 11:33 View Item
	serial number was a fake. Could not register with adobe. Do not buy soft ware Adobe Photoshop CS3 * NEW * Full Version Factory Sealed (#160187059868)	pawpawron (24 ★) US \$340.00	Feb-05-08 10:29 View Item
	as described, well pleased, 5 stars!!! Adobe Photoshop CS3 * NEW * Full Version Factory Sealed (#160190329313)	fair04 (454 ★) US \$330.00	Feb-03-08 12:33 View Item

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EXHIBIT G



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Word Mark
Goods and Services

A
IC 041. US 100 101 107. G & S: Educational and training services, namely classroom training, online training, web-based training, and video training in the fields of computer software, desktop publishing, digital publishing, electronic publishing, graphic design, business document and forms creation, and automation of business document and forms processing and workflow; Educational services, namely, arranging professional workshops and training courses, conducting classes, seminars, conferences, and workshops in the fields of computer software, desktop publishing, digital publishing, electronic publishing, graphic design, business document and forms creation, and automation of business document and forms processing and workflow. FIRST USE: 19950000. FIRST USE IN COMMERCE: 19950000

Mark Drawing Code

(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code

26.11.01 - Rectangles as carriers or rectangles as single or multiple line borders

Serial Number 78542134

Filing Date January 4, 2005

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition September 27, 2005

Registration Number 3032288

Registration Date December 20, 2005

Owner (REGISTRANT) Adobe Systems Incorporated CORPORATION DELAWARE Legal Department 345 Park Avenue San Jose CALIFORNIA 95110

Attorney of Record Daniel C. Poliak

Prior Registrations 1901149;1988710;2081343

Description of Mark The mark consists of a stylized letter A.
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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Word Mark	A
Goods and Services	IC 009. US 021 023 026 036 038. G & S: computer programs for use in creating, viewing, manipulating, distributing, printing, storing, transferring and retrieving computer-aided graphics, text documents, fonts, multimedia applications, digital movies, video images, audio recordings, animation and still images; computer hardware, namely, computer peripherals, printers, integrated circuits and facsimile machines, and manuals and instructional books sold as a unit therewith. FIRST USE: 19930315. FIRST USE IN COMMERCE: 19930315
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	26.11.21 - Rectangles that are completely or partially shaded
Serial Number	75128593
Filing Date	July 1, 1996
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	April 29, 1997
Registration Number	2081343
Registration Date	July 22, 1997
Owner	(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA 345 Park Avenue San Jose CALIFORNIA 95110 (LAST LISTED OWNER) Adobe Systems Incorporated CORPORATION DELAWARE 345 Park Avenue San Jose CALIFORNIA 95110
Assignment Recorded	ASSIGNMENT RECORDED

Attorney of Record Daniel C. Poliak
Prior Registrations 1475793;1486895;1901149;1956216;AND OTHERS
Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20070713.
Renewal 1ST RENEWAL 20070713
Live/Dead Indicator LIVE

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Word Mark	A
Goods and Services	IC 042. US 100 101. G & S: computer software technical support services; computer software development and design for others; consulting services in the field of computer software; consulting services in the field of computer software development and design; providing on-line support services for computer software users; providing access to computer bulletin boards for the transfer and dissemination of a wide range of information. FIRST USE: 19930601. FIRST USE IN COMMERCE: 19930601
Mark Drawing Code	(5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
Serial Number	74731002
Filing Date	September 19, 1995
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	April 30, 1996
Registration Number	1988710
Registration Date	July 23, 1996
Owner	(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA 1585 Charleston Road P.O. Box 7900 Mountain View CALIFORNIA 94039 (LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION BY MERGER DELAWARE 345 PARK AVENUE SAN JOSE CALIFORNIA 95110
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Lynne E. Graybeal

Prior Registrations 1901149
Type of Mark SERVICE MARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20060917.
Renewal 1ST RENEWAL 20060917
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Word Mark	A ADOBE
Goods and Services	IC 009. US 021 026 038. G & S: computer programs for use in creating, viewing, manipulating, distributing, printing, storing, transferring and retrieving computer-aided graphics, text documents, fonts, multi-media applications, digital movies, video images, audio recordings, animation and still images; computer hardware; namely, computer peripherals, integrated circuits and facsimile machines. FIRST USE: 19930601. FIRST USE IN COMMERCE: 19930601
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	26.09.01 - Squares as carriers or squares as single or multiple line borders
Serial Number	74367971
Filing Date	March 15, 1993
Current Filing Basis	1A
Original Filing Basis	1B
Published for Opposition	October 19, 1993
Registration Number	1901149
Registration Date	June 20, 1995
Owner	(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA 1585 Charleston Road P.O. Box 7900 Mountain View CALIFORNIA 940397900 (LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION BY MERGER DELAWARE LEGAL DEPARTMENT 345 PARK AVENUE SAN JOSE CALIFORNIA 95110
Assignment Recorded	ASSIGNMENT RECORDED

Attorney of Record DANIEL C. POLIAK
Prior Registrations 1475793;1486895;AND OTHERS
Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20050506.
Renewal 1ST RENEWAL 20050506
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ADOBE

Word Mark	ADOBE
Goods and Services	IC 041. US 100 101 107. G & S: Educational and training services, namely classroom training, online training, web-based training, and video training in the fields of computer software, desktop publishing, digital publishing, electronic publishing, graphic design, business document and forms creation, and automation of business document and forms processing and workflow; Educational services, namely, arranging professional workshops and training courses, conducting classes, seminars, conferences, and workshops in the fields of computer software, desktop publishing, digital publishing, electronic publishing, graphic design, business document and forms creation, and automation of business document and forms processing and workflow. FIRST USE: 19950000. FIRST USE IN COMMERCE: 19950000
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	78538003
Filing Date	December 23, 2004
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	September 20, 2005
Registration Number	3029061
Registration Date	December 13, 2005
Owner	(REGISTRANT) Adobe Systems Incorporated CORPORATION DELAWARE 345 Park Avenue San Jose CALIFORNIA 95110
Attorney of Record	Daniel C. Poliak

Prior Registrations 1475793;1479408;1482233;AND OTHERS
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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Typed Drawing

Word Mark	ADOBE
Goods and Services	IC 042. US 100 101. G & S: computer software technical support services; computer software development and design for others; consulting services in the field of computer software; consulting services in the field of computer software development and design; providing on-line support services for computer software users; providing access to computer bulletin boards for the transfer and dissemination of a wide range of information. FIRST USE: 19860131. FIRST USE IN COMMERCE: 19860131
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	74731016
Filing Date	September 19, 1995
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	April 30, 1996
Registration Number	1988712
Registration Date	July 23, 1996
Owner	(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA 1585 Charleston Road P.O. Box 7900 Mountain View CALIFORNIA 94039 (LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION BY MERGER DELAWARE 345 PARK AVENUE SAN JOSE CALIFORNIA 95110
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	DANIEL C. POLIAK
Prior Registrations	1475793;1487549;AND OTHERS
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20060917.

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Typed Drawing

table border="0">
Word Mark	ADOBE
Goods and Services	IC 016. US 002 005 022 023 029 037 038 050. G & S: books and magazines relating to graphic design; books, magazines and manuals relating to the use of computers and computer software; and books and magazines for the computer hardware and software industries. FIRST USE: 19860131. FIRST USE IN COMMERCE: 19860131
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	74644579
Filing Date	March 10, 1995
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	November 21, 1995
Registration Number	1956216
Registration Date	February 13, 1996
Owner	(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA 345 PARK AVENUE SAN JOSE CALIFORNIA 95110 (LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION DELAWARE 345 PARK AVENUE SAN JOSE CALIFORNIA 95110
Assignment Recorded	ASSIGNMENT RECORDED
Prior Registrations	1475793;1479408;1482233;1486895;1487549;AND OTHERS
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20050531.
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Word Mark	ADOBE
Goods and Services	IC 009. US 038. G & S: COMPUTER PROGRAMS. FIRST USE: 19860131. FIRST USE IN COMMERCE: 19860131
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	73668884
Filing Date	June 23, 1987
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	November 17, 1987
Registration Number	1475793
Registration Date	February 9, 1988
Owner	(REGISTRANT) ADOBE SYSTEMS INCORPORATED CORPORATION CALIFORNIA 345 Park Avenue Legal Department San Jose CALIFORNIA 95110 (LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION DELAWARE 345 PARK AVENUE LEGAL DEPARTMENT SAN JOSE CALIFORNIA 95110
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Daniel C. Poliak
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20080131.
Renewal	1ST RENEWAL 20080131
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Word Mark	ADOBE
Goods and Services	IC 016. US 038. G & S: MANUALS FOR COMPUTER SOFTWARE. FIRST USE: 19860131. FIRST USE IN COMMERCE: 19860131
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	73668891
Filing Date	June 23, 1987
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	February 9, 1988
Registration Number	1486895
Registration Date	May 3, 1988
Owner	(REGISTRANT) ADOBE SYSTEMS INCORPORATED CORPORATION CALIFORNIA 345 Park Avenue Legal Department San Jose CALIFORNIA 95110
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Daniel C. Poliak
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20080412.
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Typed Drawing

Word Mark	ADOBE PHOTOSHOP
Goods and Services	IC 009. US 038. G & S: computer programs for creating and manipulating graphic images on a computer. FIRST USE: 19900202. FIRST USE IN COMMERCE: 19900202
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	74038526
Filing Date	March 12, 1990
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	April 30, 1991
Registration Number	1651380
Registration Date	July 23, 1991
Owner	(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA P.O. Box 7900 1585 Charleston Road Mountain View CALIFORNIA 940397900 (LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION BY MERGER DELAWARE 345 PARK AVENUE SAN JOSE CALIFORNIA 95110
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	LYNNE GRAYBEAL
Prior Registrations	1482233;1486895;1487549;AND OTHERS
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20011006.
Renewal	1ST RENEWAL 20011006
Live/Dead Indicator	LIVE

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CREATIVE SUITE

Word Mark CREATIVE SUITE
Goods and Services IC 009. US 021 023 026 036 038. G & S: Computer software, namely, computer programs for use in desktop publishing, electronic publishing, digital publishing, web publishing, graphic design, illustration, animation, imaging, typesetting or printing; computer programs for page layout and design; computer programs for creating, editing, manipulating, viewing, managing, indexing, cataloging, sorting, organizing, storing, transferring, synchronizing, printing or exchanging digital photographs, digital or graphic images, data, text, audio, video, multimedia or interactive documents or recorded information; computer programs for artistic and technical drawing or illustration; computer programs for the creation, conversion, storage, annotation, manipulation, transfer, sharing or retrieval of electronic documents or forms; business software; computer programs for web authoring; computer software used for the development, content creation, maintenance, administration or management of web sites; computer software for project management, asset management, file management, collaborative workflow, file sharing or file transfer via computer networks, wireless networks or global communication networks in the fields of graphic design or publishing; computer software to search, preview and track changes in electronic documents or files; computer software for electronic data management and tracking, file browsing, electronic data sharing, digital rights management or collaborative workflow automation; computer programs for accessing or converting photographic, digital or graphic images, data or text documents, audio, video or multimedia works, or recorded information to various file formats; computer software for creating, processing, exchanging or managing metadata, or machine-readable labels about information or content, in electronic files, databases and digital assets. computer software for accessing via a global computer network, searching, downloading, transferring or storing digital photographs, digital or graphic images, data, text, audio, video, multimedia or interactive documents or works, text documents or recorded information to computer media; printed instructional books and user manuals sold as a unit therewith; electronic publications, namely, user manuals and instructional books featuring information in the fields of computer software, desktop publishing, digital publishing, electronic publishing, printing, graphic design, digital imaging, digital photography and video, recorded on computer media. FIRST USE: 20031027. FIRST USE IN COMMERCE: 20031027

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 78527929
Filing Date December 6, 2004
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition April 11, 2006
Registration Number 3111341
Registration Date July 4, 2006
Owner (REGISTRANT) Adobe Systems Incorporated CORPORATION DELAWARE 345 Park Avenue San Jose CALIFORNIA 95110
Attorney of Record Daniel C. Poliak
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE SUITE APART FROM THE MARK AS SHOWN
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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Record 1 out of 1

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Photoshop

Word Mark PHOTOSHOP
Goods and Services IC 009. US 021 023 026 036 038. G & S: computer software for creating, viewing, manipulating, editing, managing, indexing, cataloguing, sorting, organizing, storing, transferring, synchronizing, printing, and exchanging digital photographs, digital and graphic images, data, text, audio, video, multimedia and interactive documents and works, text documents, and recorded information; computer software for transferring digital photographs, digital and graphic images, data, text, audio, video, multimedia and interactive documents and works, text documents, and recorded information to CD-ROM discs and digital video discs; computer software for transferring digital photographs, digital and graphic images, data, text, audio, video, multimedia and interactive documents and works, text documents, and recorded information for use over computer networks, wireless networks and global communication networks; computer programs and computer tutorial software for creating greeting cards, calendars, books, documents, automated PDF slide shows, and web photo galleries and albums; file management software for opening and converting photographic, digital, and graphic images, data, text, documents, audio, video, multimedia works, and recorded information to various file formats; and users' manuals and instructional books sold as a unit therewith. FIRST USE: 19900202. FIRST USE IN COMMERCE: 19900202

Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 78339712
Filing Date December 11, 2003
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition November 2, 2004
Registration Number 2920764

Registration Date January 25, 2005
Owner (REGISTRANT) Adobe Systems Incorporated CORPORATION DELAWARE 345 Park Avenue San Jose CALIFORNIA 95110
Attorney of Record Daniel C. Poliak
Prior Registrations 1651380;1850242
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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Typed Drawing

Word Mark	PHOTOSHOP
Goods and Services	IC 009. US 038. G & S: computer programs for creating and manipulating graphic images on a computer and manuals for use therewith, sold as a unit. FIRST USE: 19900202. FIRST USE IN COMMERCE: 19900202
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	74322950
Filing Date	October 16, 1992
Current Filing Basis	1A
Original Filing Basis	1B
Published for Opposition	May 25, 1993
Registration Number	1850242
Registration Date	August 16, 1994
Owner	(REGISTRANT) Adobe Systems Incorporated CORPORATION CALIFORNIA 1585 Charleston Road P.O. Box 7900 Mountain View CALIFORNIA 940397900 (LAST LISTED OWNER) ADOBE SYSTEMS INCORPORATED CORPORATION BY MERGER DELAWARE 345 PARK AVE SAN JOSE CALIFORNIA 95110
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	DANIEL C. POLIAK
Prior Registrations	1641245;1642058;1642647;1651380;AND OTHERS
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20040113.
Renewal	1ST RENEWAL 20040113
Live/Dead Indicator	LIVE

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PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 E. Wilson Ave., Suite 202, Glendale, California 91206.

On July 2, 2008, I served on the interested parties in this action with the following:

NOTICE AND MOTION FOR ENTRY OF DEFAULT JUDGMENT; DECLARATIONS
AND EXHIBITS IN SUPPORT THEREOF
[PROPOSED] JUDGMENT PURSUANT TO ENTRY OF DEFAULT
[PROPOSED] ORDER

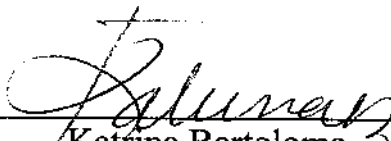
for the following civil action:

Adobe Systems Incorporated v. Brandon Roberts, et al.

by placing a true copy thereof in an envelope to be immediately sealed thereafter. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Brandon Roberts 633 Ramblewood Dr. Canyon Lake, Texas 78133	
---	--

Place of Mailing: Glendale, California
Executed on July 2, 2008, at Glendale, California


Katrina Bartolome

1 matter and having reviewed such evidence as was presented in support of Plaintiff's Motion, hereby
2 grants Plaintiff's Motion and orders entry of the Judgment Pursuant to Entry of Default.
3

4 IT IS SO ORDERED:

5
6 DATED:

Hon. Susan Illston
Judge, United States District Court for the
Northern District of California

8 PRESENTED BY:

9 J. Andrew Coombs,
10 A Professional Corporation

11 By: /s/ Annie S. Wang
12 J. Andrew Coombs
13 Annie S. Wang
Attorneys for Plaintiff Adobe Systems
Incorporated

PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 E. Wilson Ave., Suite 202, Glendale, California 91206.

On July 2, 2008, I served on the interested parties in this action with the following:

NOTICE AND MOTION FOR ENTRY OF DEFAULT JUDGMENT; DECLARATIONS
AND EXHIBITS IN SUPPORT THEREOF
[PROPOSED] JUDGMENT PURSUANT TO ENTRY OF DEFAULT
[PROPOSED] ORDER

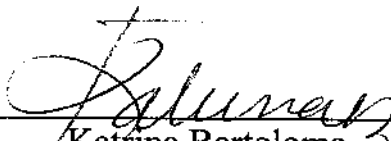
for the following civil action:

Adobe Systems Incorporated v. Brandon Roberts, et al.

by placing a true copy thereof in an envelope to be immediately sealed thereafter. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Brandon Roberts 633 Ramblewood Dr. Canyon Lake, Texas 78133	
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Place of Mailing: Glendale, California
Executed on July 2, 2008, at Glendale, California



Katrina Bartolome

1 J. Andrew Coombs (SBN 123881)
andy@coombspc.com
2 Annie S. Wang (SBN 243027)
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3 J. Andrew Coombs, A P.C.
517 East Wilson Avenue, Suite 202
4 Glendale, California 91206
Telephone: (818) 500-3200
5 Facsimile: (818) 500-3201

6 Attorneys for Plaintiff
Adobe Systems Incorporated
7

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA (SAN FRANCISCO)

10 Adobe Systems Incorporated,)	Case No. CV 08-934 SI
11)	
12 Plaintiff,)	[PROPOSED] JUDGMENT PURSUANT
13 v.)	TO ENTRY OF DEFAULT
14)	
15 Brandon Roberts, et al.,)	Court: Hon. Susan Illston
)	Date: October 3, 2008
16 Defendants.)	Time: 9:00 a.m.
17)	

18 This cause having come before this Court on the motion of Plaintiff Adobe Systems
19 Incorporated ("Adobe" or "Plaintiff") for entry of default judgment and permanent injunction against
20 Defendant Brandon Roberts ("Defendant");

21 AND, the Court having read and considered the pleadings, declarations and exhibits on file in
22 this matter and having reviewed such evidence as was presented in support of Plaintiff's Motion;

23 AND, GOOD CAUSE APPEARING THEREFORE, the Court finds the following facts:

24 Plaintiff is the owner of all rights in and to certain copyright registrations including but not
25 limited to, the copyrights which are the subject of the registrations listed in Exhibit A ("Plaintiff's
26 Copyrights");

27 Plaintiff has complied in all respects with the laws governing copyrights and secured the
28 exclusive rights and privileges in and to Plaintiff's Copyrights;

The appearance and other qualities of Plaintiff's Copyrights are distinctive and original;

Plaintiff is the owner of all rights in and to certain trademark registrations listed in Exhibit B, including, but not limited to, the trademarks which are listed below (collectively “Plaintiff’s Trademarks”):

Trademark	Registration Number	Date of Registration
A	3032288	12/20/2005
A	2081343	07/22/1997
A	1998710	07/23/1996
A ADOBE	1901149	06/20/1995
ADOBE	3029061	12/13/2005
ADOBE	1988712	07/23/1996
ADOBE	1956216	02/13/1996
ADOBE	1475793	02/09/1988
ADOBE	1486895	05/03/1988
ADOBE PHOTOSHOP	1651380	07/23/1991
CREATIVE SUITE	3111341	07/04/2006
PHOTOSHOP	2920764	01/25/2005
PHOTOSHOP	1850242	08/16/1994

Plaintiff has complied in all respects with the laws governing trademarks and secured the exclusive rights and privileges in and to Plaintiff’s Trademarks;

Defendant engages in the unauthorized business of importing, distributing, promoting, selling and/or offering for sale unauthorized counterfeit merchandise featuring Plaintiff’s Copyrights and Trademarks (“Counterfeit Product”).

Defendant’s importing, advertising, displaying, promoting, marketing, distributing, providing, offering for sale and selling of the Counterfeit Product was engaged in willfully and intentionally, without leave or license from Plaintiff, in violation of Plaintiff’s rights in and to Plaintiff’s Copyrights and Trademarks. The devices, emblems, and artwork on the Counterfeit

1 Product are not just “confusingly similar” to Plaintiff’s Copyrights and Trademarks, they are almost
2 identical.

3 Plaintiff has instituted this action for an entirely proper and appropriate purpose, solely to
4 vindicate and enforce compliance with its rights which have been knowingly and willfully infringed
5 by Defendant and to recover for infringement of such rights. Plaintiff’s action was not brought
6 frivolously. In contrast, Defendant’s infringing conduct, is a clear and unmistakable violation of
7 Plaintiff’s rights. Defendant’s conduct has been patently unreasonable and egregious, violating
8 Plaintiff’s rights by appropriating and featuring Plaintiff’s Copyrights and Trademarks on counterfeit
9 product, when Defendant intended, or knew or should have known, that such infringing activity
10 would likely injure Plaintiff’s name and reputation, requiring Plaintiff to institute and prosecute this
11 action, and incur fees and costs in so doing, in order to attempt to obtain Defendant’s recognition and
12 compliance with Plaintiff’s rights.

13 The liability of the Defendant in the above-referenced action for his acts in violation of
14 Plaintiff’s rights is knowing and willful, and as such the Court expressly finds that there is no just
15 reason for delay in entering the default judgment and permanent injunction sought herein.

16 Therefore, based upon the foregoing facts, and

17 GOOD CAUSE APPEARING THEREFORE, THE COURT ORDERS that this Judgment
18 shall be and is hereby entered in the within action as follows:

19 1) This Court has jurisdiction over the parties to this action and over the subject matter hereof
20 pursuant to 15 U.S.C. § 1051 *et seq.*, 28 U.S.C. §§ 1331 and 1338, and 28 U.S.C. § 1367. Service of
21 process was properly made on the Defendant.

22 2) Defendant has distributed, sold, and offered for sale counterfeit merchandise which infringes
23 upon Plaintiff’s Copyrights and Trademarks.

24 3) The Defendant and his agents, servants, employees and all persons in active concert and
25 participation with him who receive actual notice of the injunction are hereby restrained and enjoined
26 from:
27
28

1 a) Infringing Plaintiff's Copyrights and Trademarks, either directly or contributorily, in
2 any manner, including generally, but not limited to manufacturing, importing, distributing,
3 advertising, selling and/or offering for sale any merchandise which features any of Plaintiff's
4 Copyrights and Trademarks, and, specifically:

5 i) Importing, manufacturing, distributing, advertising, selling and/or offering for sale the
6 Counterfeit Product or any other unauthorized products which picture, reproduce, copy or use
7 the likenesses of or bear a substantial similarity to any of Plaintiff's Copyrights and
8 Trademarks;

9 b) Importing, manufacturing, distributing, advertising, selling and/or offering for sale in
10 connection thereto any unauthorized promotional materials, labels, packaging or containers
11 which picture, reproduce, copy or use the likenesses of or bear a confusing similarity to any
12 of Plaintiff's Copyrights and Trademarks;

13 c) Engaging in any conduct that tends falsely to represent that, or is likely to confuse,
14 mislead or deceive purchasers, the Defendant's customers and/or members of the public to
15 believe, the actions of Defendant, the products sold by Defendant, or the Defendant himself is
16 connected with Plaintiff, is sponsored, approved or licensed by Plaintiff, or is affiliated with
17 Plaintiff;

18 d) Affixing, applying, annexing or using in connection with the importation,
19 manufacture, distribution, advertising, sale and/or offer for sale or other use of any goods or
20 services, a false description or representation, including words or other symbols, tending to
21 falsely describe or represent such goods as being those of Plaintiff.

22 4) Defendant is ordered to deliver for destruction all Counterfeit Product, and any other
23 unauthorized products which picture, reproduce, copy or use the likenesses of or bear a substantial
24 similarity to any of Plaintiff's Copyrights and Trademarks and any labels, signs, prints, packages,
25 dyes, wrappers, receptacles and advertisements relating thereto in their possession or under their
26 control bearing any of Plaintiff's Copyrights and Trademarks or any simulation, reproduction,
27
28

1 counterfeit, copy or colorable imitations thereof, and all plates, molds, heat transfers, screens,
2 matrices and other means of making the same.

3 5) Defendant is ordered to pay damages to Plaintiff pursuant to 15 U.S.C. § 1117 in the sum of
4 Two Hundred Fifty Thousand Dollars (\$250,000.00).

5 6) Defendant is ordered to pay interest on the principal amount of the judgment to Plaintiff at
6 the statutory rate pursuant to 28 U.S.C. §1961(a).

7 7) This Judgment shall be deemed to have been served upon Defendant at the time of its
8 execution by the Court.

9 8) The Court finds there is no just reason for delay in entering this Judgment and, pursuant to
10 Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs immediate entry of this
11 Judgment against Defendant.

12 9) The Court shall retain jurisdiction of this action to entertain such further proceedings and to
13 enter such further orders as may be necessary or appropriate to implement and enforce the provisions
14 of this Judgment.

15
16 DATED:

17 Hon. Sustan Illston
18 Judge, United States District Court for the
Northern District of California

19 PRESENTED BY:
20 J. Andrew Coombs,
A Professional Corporation

21 By: /s/ Annie S. Wang
22 J. Andrew Coombs
Annie S. Wang
23 Attorneys for Plaintiff Adobe Systems
Incorporated
24
25
26
27
28

EXHIBIT A
Copyright Registrations

Title of Work	Copyright Registration No.
Acrobat 3D	TX0006277233
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 2.0.	TX0004509574
Acrobat Capture 2.0.	TX0004509574
Acrobat Catalog for Windows.	TX0004001286
Acrobat Catalog for Windows.	TX0004001286
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 3.0.	TX0004509573
Acrobat Reader 3.0.	TX0004509573
Acrobat Search for Macintosh.	TX0003991344
Acrobat Search for Windows.	TX0003978856
Acrobat Search for Windows.	TX0003978856
Acrobat.	TX0001644799
Adobe Accelio Capture Advanced Client 4.0 for Windows.	TX0005553357
Adobe Accelio Integrate Suite 6.0 for Windows.	TX0005553342
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 4.0.	TX0004961793
Adobe Acrobat 5.0 for Macintosh.	TX0005545266
Adobe Acrobat 5.0 for Windows.	TX0005545265
Adobe Acrobat 5.0 Getting Started Guide.	TX0005545267
Adobe Acrobat 6.0 for Macintosh.	TX0005748744
Adobe Acrobat 6.0 for Windows.	TX0005748745
Adobe Acrobat 7.0 Standard for Macintosh.	TX0006045087
Adobe Acrobat 7.0 Standard for Windows.	TX0006045086
Adobe Acrobat 8 Professional for Macintosh.	TX0006390830
Adobe Acrobat 8 Professional for Windows.	TX0006390827

1	Adobe Acrobat 8 Standard for Macintosh.	TX0006390829
	Adobe Acrobat 8 Standard for Windows.	TX0006390828
2	Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
	Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
3	Adobe Acrobat Approval 5.0 for Windows.	TX0005436556
	Adobe Acrobat Capture 3.0 source code.	TX0005199559
4	Adobe Acrobat Connect 1.0 for Macintosh.	TX0006390834
	Adobe Acrobat Connect 1.0 for Windows.	TX0006390835
5	Adobe Acrobat Distiller Server 5.0.5.	TX0005758527
	Adobe Acrobat Distiller Server 6.0 for UNIX.	TX0005847807
6	Adobe Acrobat Distiller Server 6.0 for Windows.	TX0005847832
	Adobe Acrobat eBook Reader v. 2.0.	TX0005335249
7	Adobe Acrobat eBook Reader v. 2.0.	TX0005335250
8	Adobe Acrobat Elements 1.0 for Windows.	TX0005611299
	Adobe Acrobat Elements 6.0 for Windows.	TX0005780821
9	Adobe Acrobat Elements Server 6.0 for Windows.	TX0005848340
	Adobe Acrobat Fill in 4.0.	TX0004241942
10	Adobe Acrobat Inroduction 1.0.	TX0005200942
	Adobe Acrobat Inroduction 1.0.	TX0005200942
11	Adobe Acrobat Messenger 1.0.	TX0005241268
	Adobe Acrobat Reader 5.0 for Macintosh.	TX0005412874
12	Adobe Acrobat Reader 5.0 for Windows.	TX0005412875
	Adobe Acrobat Reader 5.0.5 for AIX.	TX0005605114
13	Adobe Acrobat Reader 5.0.5 for HP-UX.	TX0005605113
	Adobe Acrobat Reader 5.0.5 for Solaris.	TX0005617024
14	Adobe Acrobat Reader 5.05 for Linux.	TX0005617021
	Adobe Acrobat Reader 5.1 for Macintosh.	TX0005620676
15	Adobe Acrobat Reader 5.1 for Windows.	TX0005620677
	Adobe Acrobat Reader for Palm OS 1.0 for Windows.	TX0005422793
16	Adobe Acrobat Reader for Palm OS 2.0 (Macintosh)	TX0005617023
	Adobe Acrobat Reader for Palm OS 2.0 (Windows)	TX0005617022
17	Adobe Acrobat Reader for Palm OS Beta Windows.	TX0005422794
	Adobe Acrobat Reader for Pocket PC : Version 1.0.	TX0005489269
18	Adobe ActiveShare 1.0.	TX0005086423
	Adobe ActiveShare 1.5 for Windows.	TX0005267528
19	Adobe After Effects : 7.0 Professional for Windows.	TX0006277334
	Adobe After Effects : Version 5.0 for Macintosh.	TX0005392887
20	Adobe After Effects : Version 5.0 for Windows.	TX0005438054
	Adobe After Effects : Version 5.5 for Macintosh.	TX0005493399
21	Adobe After Effects : Version 5.5 for Windows.	TX0005493400
	Adobe After Effects : Version 6.0 for Macintosh.	TX0005777908
22	Adobe After Effects : Version 6.0 for Windows.	TX0005777907
	Adobe After Effects 3.0 for Macintosh.	TX0004643401
23	Adobe After Effects 4.0 for Macintosh and Windows.	TX0005011464
	Adobe After Effects 5.5 Plug-in Power Pack for Macintosh.	TX0005546626
24	Adobe After Effects 5.5 Plug-in Power Pack for Windows.	TX0005546627
	Adobe After Effects 6.5 for Macintosh.	TX0005934788
25	Adobe After Effects 7.0 Standard for Macintosh.	TX0006277333
	Adobe After Effects 7.0 Standard for Windows.	TX0006277335
26		
27		
28		

1	Adobe After Effects CS3 Professional for Windows and Macintosh.	TX0006457851
2	Adobe After Effects Production Bundle : Version 5.5 for Macintosh.	TX0005493398
3	Adobe After Effects Production Bundle : Version 5.5 for Windows.	TX0005493401
4	Adobe After Effects Production Bundle 5.0 for Macintosh.	TX0005392886
5	Adobe After Effects Production Bundle 5.0 for Windows.	TX0005392888
6	Adobe After Effects Version 6.5 for Windows.	TX0005934787
7	Adobe AlterCast 1.5 for Solaris.	TX0005520581
8	Adobe AlterCast 1.5 for Windows.	TX0005520583
9	Adobe Atmosphere : Version 1.0 Public Beta.	TX0005401513
10	Adobe Atmosphere 1.0 for Windows.	TX0005780857
11	Adobe Atmosphere Player 1.0 for Windows.	TX0005748760
12	Adobe Audition 1.0 for Windows.	TX0005777207
13	Adobe Audition 1.5 for Windows.	TX0005932189
14	Adobe Audition 2.0 for Windows.	TX0006277359
15	Adobe Audition 3.0 for Windows.	TX0006816095
16	Adobe Barcoded Paper Forms Solution 1.0 for Macintosh.	TX0005936309
17	Adobe Captivate 2 for Windows.	TX0006390833
18	Adobe Carlson Regular.	TX0003374876
19	Adobe Caslon Alternate Bold Italic : Version 001.000.	TX0003501138
20	Adobe Caslon Alternate Bold.	TX0003501547
21	Adobe Caslon Alternate Italic : Version 001.000.	TX0003501139
22	Adobe Creative Suite 2 Premium for Macintosh.	TX0006131248
23	Adobe Creative Suite 2 Premium for Windows.	TX0006131245
24	Adobe Creative Suite 2 Standard for Macintosh.	TX0006131247
25	Adobe Creative Suite 2 Standard for Windows.	TX0006131246
26	Adobe Creative Suite for Macintosh.	TX0005844481
27	Adobe Creative Suite for Windows.	TX0005844480
28	Adobe Dreamweaver CS3 Professional for Windows and Macintosh	TX0006534561
	Adobe Exchange 2.0 for Windows.	TX0003961129
	Adobe Extension Manager CS3 for Windows and Macintosh.	TX0006531581
	Adobe Fireworks CS3 for Windows and Macintosh.	TX0006531654
	Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
	Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
	Adobe Flash Media Encoder 1.0.	TX0006526716
	Adobe Flash Media Encoder 1.0.	TX0006526716
	Adobe Flash Player 9 for Linux.	TX0006476523
	Adobe Flash Player 9 for Linux.	TX0006476523
	Adobe Flash Player 9 for Solaris.	TX0006457897
	Adobe Illustrator : Version 5.0.1 (Mac).	TX0003846115
	Adobe Illustrator : Version 5.5 (Mac).	TX0003846114
	Adobe Illustrator : Version 6.0 Macintosh.	TX0004240043
	Adobe Illustrator 10 for Macintosh.	TX0005446858
	Adobe Illustrator 10 for Windows.	TX0005446857
	Adobe Illustrator 3.0.	TX0003000202
	Adobe Illustrator 8.0 for Macintosh and Windows.	TX0004953097
	Adobe Illustrator 9.0 for Macintosh and Windows.	TX0005159819
	Adobe Illustrator CS for Macintosh.	TX0005780817
	Adobe Illustrator CS for Windows.	TX0005780806
	Adobe Illustrator CS3 for Windows and Macintosh.	TX0006531603

1	Adobe Illustrator.	TX0003380406
2	Adobe PageMaker 6.0 for Macintosh, Power Macintosh.	TX0004093314
3	Adobe PageMaker 6.5 Macintosh.	TX0004524555
4	Adobe PageMaker 7.0 for Macintosh.	TX0005409447
5	Adobe PageMaker 7.0 for Windows.	TX0005409446
6	Adobe Pagemaker Plug-in Pack for MacIntosh.	TX0005847834
7	Adobe Pagemaker Plug-in Pack for Windows.	TX0005847833
8	Adobe Photoshop : 5.5.	TX0005213806
9	Adobe Photoshop 6.0.	TX0005196369
10	Adobe Photoshop 7.0 for Macintosh.	TX0005562147
11	Adobe Photoshop 7.0 for Windows.	TX0005562148
12	Adobe Photoshop Album 2.0 for Windows.	TX0005780785
13	Adobe Photoshop CS for Macintosh.	TX0005780846
14	Adobe Photoshop CS for Windows.	TX0005780847
15	Adobe Photoshop CS2 for Macintosh.	TX0006131272
16	Adobe Photoshop CS2 Official JavaScript Reference	TX0006273756
17	Adobe Photoshop CS3 for Windows and Macintosh.	TX0006528611
18	Adobe Photoshop Elements : 4.0 for Macintosh.	TX0006277687
19	Adobe Photoshop Elements 1.0 for Macintosh and Windows.	TX0005329106
20	Adobe Photoshop Elements 2.0 for Macintosh.	TX0005592639
21	Adobe Photoshop Elements 2.0 for Windows.	TX0005592638
22	Adobe Photoshop Elements 4.0 for Windows.	TX0006139024
23	Adobe Photoshop Lightroom 1.0 for Macintosh and Windows.	TX0006526701
24	Adobe Photoshop Macintosh.	TX0003551958
25	Adobe Photoshop Version 3.0 Mac.	TX0003971820
26	Adobe Photoshop Version 3.0 Windows.	TX0003616850
27	Adobe Photoshop Version 5.0 Macintosh and Windows.	TX0004856009
28	Adobe Photoshop Windows.	TX0003596143
	Adobe Photoshop.	TX0004068613
	Adobe Photoshop.	TX0003120306
	Adobe Photoshop.	TX0002897138
	Adobetyp Manager Deluxe 4.6 User Guide : Macintosh.	TX0005176752
	Adope PhotoDeluxe, V1.0.	TX0004809739
	Adope Photoshop : Version 4.0 : Macintosh and Windows.	TX0004571653
	Authorware 7.0	TX0005800627
	Contribute 4 (Mac)	TX0006471404
	Designer 6.0 (Win)	TX0005932242
	Encore DVD 2.0	TX0006277348
	Font Folio 9.0 (Mac)	TX0005401449
	Font Folio Open Type	TX0005845931
	Form Manager 6.0	TX0006042527
	Framemaker 7.0 (Mac)	TX0005596921
	Framemaker 7.0 (Win)	TX0005596919
	FreeHand MX (Mac)	TX0005746988
	GoLive CS2 (Mac)	TX0006131268
	GoLive CS2 (Win)	TX0006131269
	Illustrator CS2 (Mac)	TX0006131282
	Illustrator CS2 (Win)	TX0006131283
	InCopy CS (Mac)	TX0005780859

1	InCopy CS (Win)	TX0005780858
2	InDesign CS2 (Mac)	TX0006139165
3	Macintosh Distiller.	TX0003893508
4	Macintosh PDF Writer.	TX0003893509
5	Macintosh Reader.	TX0003893511
6	Macromedia ColdFusion MX 7	TX0006201577
7	Macromedia Dreamweaver MX 2004	TX0005852659
8	Macromedia Fireworks MX 2004	TX0005839595
9	Macromedia Flash Lite 2.0	TX0006288632
10	Macromedia Flash Media Server 2	TX0006335779
11	Macromedia Flash MX 2004 Pro	TX0005852657
12	Macromedia RoboHelp HTML X5	TX0005944534
13	Macromedia RoboHelp X5	TX0005944535
14	Macromedia Shockwave for Authorware Run-time Version 3.5 [for Macintosh, Power Macintosh, Windows 3.1/95/NT]	TX0004695283
15	Macromedia Shockwave for FreeHand 5.0 (for Macintosh, Power Macintosh, Windows 3.1/95/NT)	TX0004671697
16	PhotoDeluxe 2.0 (Mac)	TX0004771678
17	PhotoDeluxe 2.0 (Win)	TX0004617316
18	Photoshop CS2 (Win)	TX0006131279
19	Photoshop Elements 5.0	TX0006389641
20	Premiere 7.0	TX0005777909
21	Premiere Elements 3.0	TX0006389647
22	Premiere Pro 1.5	TX0005931988
23	Premiere Pro 2.0	TX0006275628
24	Production Studio 1.0	TX0006277349
25	Shockwave for Director 5.0.	TX0004700912
26	Windows PDF Writer.	TX0003893507

EXHIBIT B
Trademark Registrations

Registration No.:	Title of Work:	Rights Owner:
3029061	ADOBE	Adobe Systems Incorporated
2920764	PHOTOSHOP	Adobe Systems Incorporated
3111341	CREATIVE SUITE	Adobe Systems Incorporated
2993457	CO-AUTHOR	Adobe Systems Incorporated
3032288	A	Adobe Systems Incorporated
2983111	VISUAL COMMUNICATOR	Adobe Systems Incorporated
3065143	ADOBE LIVECYCLE	Adobe Systems Incorporated
2725811	ADOBE STUDIO	Adobe Systems Incorporated
2725810	ADOBE STUDIO	Adobe Systems Incorporated
2722546	ADOBE STUDIO	Adobe Systems Incorporated
2557911	CLEARLY ADOBE IMAGING	Adobe Systems Incorporated
2081343	A	Adobe Systems Incorporated
2817626	ROUNDTRIP HTML	Adobe Systems Incorporated
2060488	ILLUSTRATOR	Adobe Systems Incorporated
1988712	ADOBE	Adobe Systems Incorporated
1988711	A	Adobe Systems Incorporated
1988710	A	Adobe Systems Incorporated
1961762	AUTHORWARE	Adobe Systems Incorporated
1956216	ADOBE	Adobe Systems Incorporated
1901149	A ADOBE	Adobe Systems Incorporated
1850242	PHOTOSHOP	Adobe Systems Incorporated
1852943	A	Adobe Systems Incorporated
1651380	ADOBE PHOTOSHOP	Adobe Systems Incorporated
1475793	ADOBE	Adobe Systems Incorporated
1487549	ADOBE SYSTEMS INCORPORATED	Adobe Systems Incorporated

1	1482233	ADOBE SYSTEMS	Adobe Systems Incorporated
2		INCORPORATED	
3	1486895	ADOBE	Adobe Systems Incorporated
4	1479408	ADOBE ILLUSTRATOR	Adobe Systems Incorporated
5	1383131	POSTSCRIPT	Adobe Systems Incorporated
6	1463458	POSTSCRIPT	Adobe Systems Incorporated
7	2520435	MACROMEDIA FLASH	Adobe Systems Incorporated
8	2650911	MACROMEDIA FLASH	Adobe Systems Incorporated
9	2852245	FLASH	Adobe Systems Incorporated
10	2855434	FLASH	Adobe Systems Incorporated
11	2060488	ILLUSTRATOR	Adobe Systems Incorporated
12	2068523	ACROBAT	Adobe Systems Incorporated
13	1997398	ACROBAT CAPTURE	Adobe Systems Incorporated
14	1901566	SHOCKWAVE	Adobe Systems Incorporated
15	2294926	DREAMWEAVER	Adobe Systems Incorporated
16	2091087	PAGEMAKER	Adobe Systems Incorporated

PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 E. Wilson Ave., Suite 202, Glendale, California 91206.

On July 2, 2008, I served on the interested parties in this action with the following:

NOTICE AND MOTION FOR ENTRY OF DEFAULT JUDGMENT; DECLARATIONS
AND EXHIBITS IN SUPPORT THEREOF
[PROPOSED] JUDGMENT PURSUANT TO ENTRY OF DEFAULT
[PROPOSED] ORDER

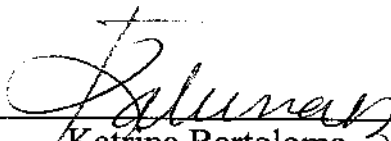
for the following civil action:

Adobe Systems Incorporated v. Brandon Roberts, et al.

by placing a true copy thereof in an envelope to be immediately sealed thereafter. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Brandon Roberts 633 Ramblewood Dr. Canyon Lake, Texas 78133	
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Place of Mailing: Glendale, California
Executed on July 2, 2008, at Glendale, California


Katrina Bartolome